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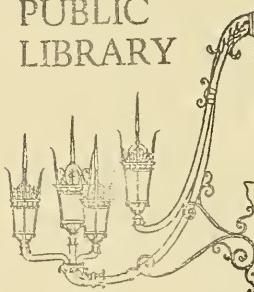
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DRAFT DEVELOPER'S KIT FOR

PARCEL 10

Property Of
BOSTON REDEVELOPMENT AUTHORITY
Library







DEVELOPER'S
KIT

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DRAFT DEVELOPER'S KIT FOR

PARCEL 10

Property Of
BOSTON REDEVELOPMENT AUTHORITY
Library



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BOSTON REDEVELOPMENT AUTHORITY
GOVERNMENT CENTER PROJECT
DEVELOPER'S KIT FOR PARCEL 10

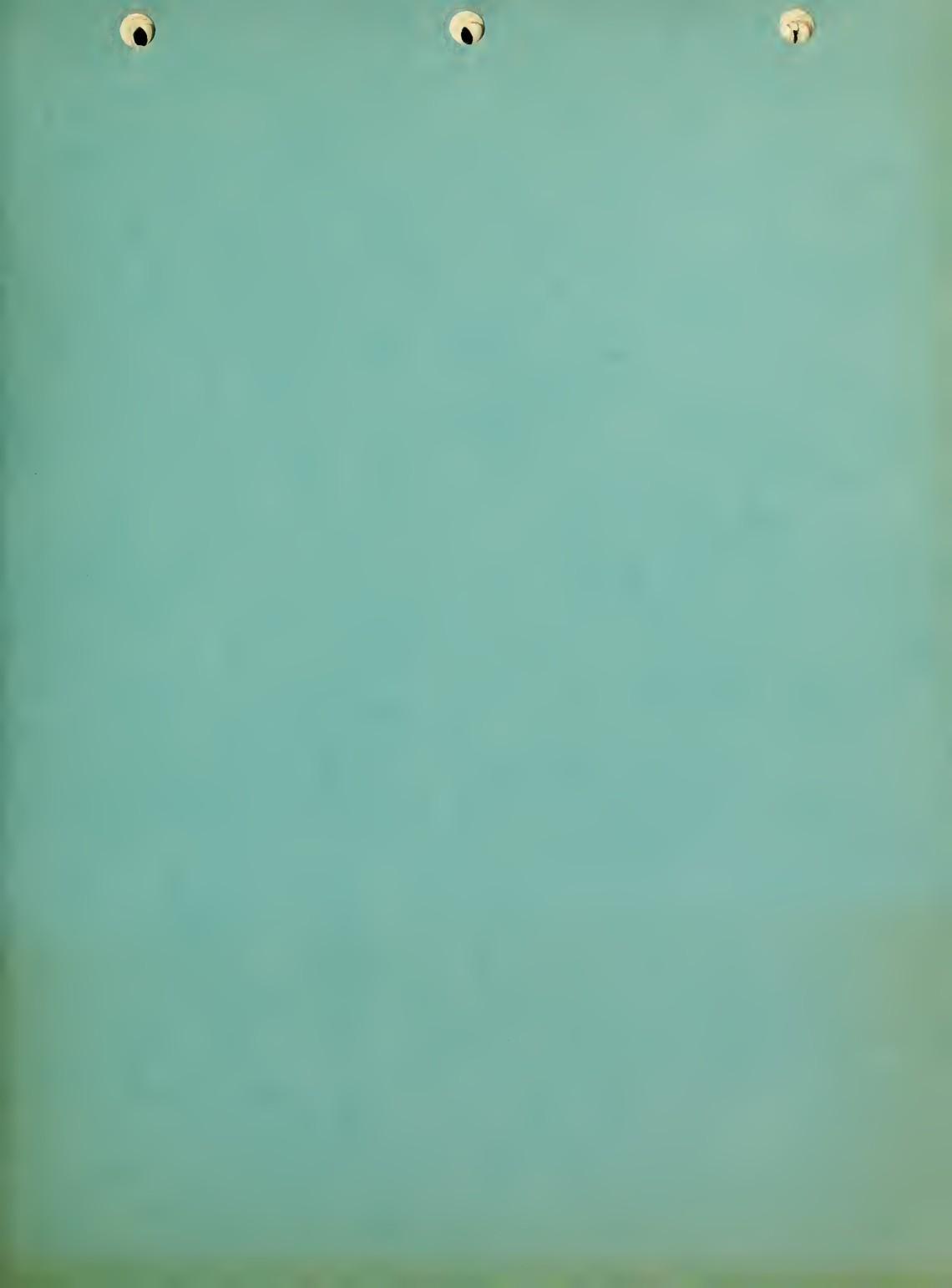
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Property Of
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Library

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enclosed in pocket)

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(1965)





INTRODUCTION

A. In General

Parcel 10 consists of the Sears Crescent, a 19th Century curved brick building of approximately 50,000 gross square feet, plus approximately 10,000 square feet of vacant land adjoining the Sears Crescent, with a frontage on Court Street, in the Government Center Project Area in Boston, Massachusetts. It is being offered for development for private office and accessory uses. While the Sears Crescent and the Court Street land are capable of separate development, the Authority prefers that the Parcel be developed as one.

The Authority has adopted the following general criteria in judging development proposals:

- (1) Design - The architectural work must be of a quality which meets the high standards of design excellence which have been established and maintained for Government Center.
- (2) Financial Strength - Urban renewal projects have frequently suffered delays because of inadequate financial resources of developers. Prospective developers will, therefore, be required to make a showing that they have the financial resources necessary to carry out the proposal.
- (3) Experience - The developer, contractor, and architect should have experience in the construction of building of comparable size and importance.

B. The Government Center Project

The Government Center Project, a federally-aided urban renewal project covering 60 acres of land in downtown Boston, was conceived as early as 1954 when it became apparent that the City, State, and Federal Governments were each contemplating major new construction in Boston, Scollay Square, a notoriously decadent and dilapidated area close to other governmental buildings, the retail and business districts, and well served by rapid transit and principal highways, seemed a logical choice for such a development, which would also serve to stabilize property values in a declining area, generate new private investment, and improve the physical environment of nearby



historical monuments. Serious discussions with the major public bodies concerned commenced in 1958, and by early 1960 a sufficiently definite program was fashioned to permit application for a federal advance for surveys and plans for the Project. By mid-1961, under state legislation adopted specifically for the purpose, the BRA applied to the Federal Government for a loan for early land acquisition, the first redevelopment authority in the country to take advantage of this new provision of Title I of the Housing Act of 1949 as amended, enabling planning and early execution activities to proceed simultaneously.

The major goals of the Project were to clear a decadent and blighted area in the heart of the City and convert it to a major center of governmental and private activity. In doing so, the City has aimed to develop an area of highest design and structural quality, marked by buildings of architectural excellence which are harmonious with Boston building traditions, plazas and other appropriately landscaped open spaces, and easy accessibility by auto and mass transit, with allocations of space to intensive business uses. Increasing the local tax base and revitalizing the downtown core were important considerations in the planning of the Project.

The basic site plans and parcel controls for Government Center were made by I. M. Pei and Associates, under contract to the BRA. They include fifteen parcels - ten for private development and five for governmental development. The parcels for governmental development consist of Parcel 6, the site of the \$25,000,000 City Hall¹ (under construction); Parcel 1, the site of the \$34,000,000 State Service Center², a complex to house the Division of Employment Security, the Mental Health Center, and the Department of Health, Education, and Welfare of the Commonwealth of Massachusetts; Parcel 5, the site of the \$23,000,000 John F. Kennedy Federal Office Building³ (under construction); Parcel 4, to be the site of a \$7,500,000 municipal parking garage, with a bus terminal and spaces for approximately 2,000 cars⁴; and a new Police

Footnotes:

1. Architects and Engineers are Kallmann, McKinnell & Knowles; Campbell & Aldrich; and William J. LeMessurier Associates.
2. Coordinating Architect is Paul Rudolph; Associated Architects are Shepley, Bulfinch, Richardson & Abbott, M. A. Dyer Co., Pederson & Tilney, and Desmond & Lord.
3. Architects are The Architects Collaborative and Samuel Glaser Associates.
4. Architects are Kallman & McKinnell and Samuel Glaser Associates.



Station to be constructed in Parcel 2.⁵ In addition, an \$18,000,000 State Office Building is nearing completion on an adjacent site. Among the private parcels, construction has commenced on Parcel 12, on which an 875-foot long 8-story office building will be built⁶ and architectural work is under way for a 40-story office tower on State Street⁷, a small Jewish Welfare building⁸, and a new Roman Catholic Chapel⁹. The total value of construction planned for the entire Government Center is approximately \$200,000,000.

C. Parcel 10

Parcel 10 is a triangular piece of land situated at the southern edge of the Government Center Project Area. On its north, it is bounded by the new Government Center Plaza, a 5-acre major public open space on which front the new Boston City Hall and new John F. Kennedy Memorial Federal Office Building, both presently under construction. To the south, the parcel fronts on Court Street, and to the east the Veterans Administration Building at 17 Court.

The Parcel includes the Sears Crescent Building, which is to be retained and rehabilitated for general office and accessory uses. The remainder of the parcel will be demolished, and conveyed in a cleared state.

Parcel 10 is within a five-minute walking distance of all municipal, state and federal government agencies to be located in the project area, the Suffolk County Court houses on Pemberton Square, the State House of Massachusetts on Beacon Hill, the State Office Building, the full extent of the financial district, and the 100 per cent retail intersection of Summer and Washington Streets, good hotels, and some of Boston's finest restaurants. In addition, an M.B.T.A. subway station is located directly adjacent to the parcel.

Footnotes:

5. Architect is Shepley, Bulfinch, Richardson & Abbott.
6. Owner is Center Plaza Associates, an affiliate of Beacon Construction Co., and architect is Welton Becket and Associates.
7. Developer is Cabot, Cabot & Forbes Boston Development Co. and the architects are Edward L. Barnes, Emery Roth, and Richard Weibel.
8. Architect is Marvin Goody.
9. Architect is Jose Luis Sert.



Some of the main objectives for Parcel 10 which both governed its creation and should govern its development and design are:

- (1) To join with other buildings in creating an effective boundary to the new Government Center Plaza.
- (2) To provide a link with the past, and an element of historical continuity between the new Government Center and the older buildings adjacent to it.
- (3) To increase the economic return to Boston both by generating increased taxes and by stimulating new private investment in the rest of downtown Boston.
- (4) To take advantage of its proximity to the major transportation centers of the City.

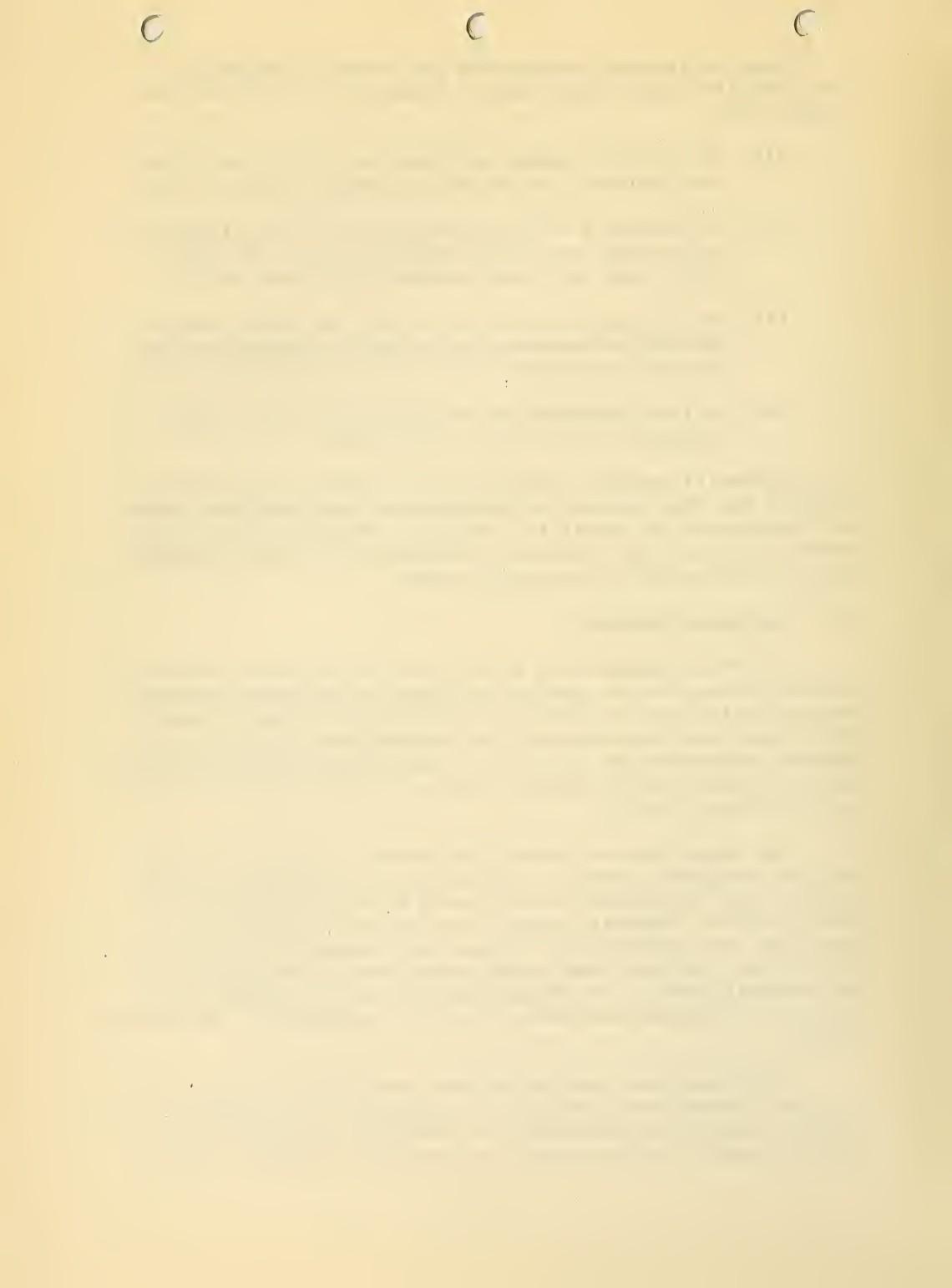
Financial studies prepared by the Turner Construction Company for The Architects Collaborative indicate that costs of development of Parcel 10, including rehabilitation of the Sears Crescent, are consistent with costs of other buildings being constructed in the Project Area.

D. The Sears Crescent

The Sears Crescent is a group of four adjacent and interconnected structures, facing the Plaza in Government Center. Most of this five to six-story building is of brick construction above the ground-floor; the ground-floor itself is of granite construction, as is the whole of the relatively small entire portion of the building nearest to Scollay Square known as the "Sears Block".

The Sears Crescent dates from shortly before the middle of the nineteenth century, its construction having followed closely the development of the north side of Cornhill in the early 1820's. Shortly after the construction of the Sears Crescent, the Scollay-Dock Square area became the book center of Boston. At that time, there were twenty-five bookstores on Cornhill alone. The Sears Crescent until recently still housed the longest continuously active bookstore in the United States.

This bookstore, now called the Brattle Book Shop, began in 1825, having been renamed the Colesworthy's Bookstore; its present name dates from this last decade. The bookstores along Cornhill attracted many of the City's artists, writers



and poets. Hawthorne and Emerson are among the outstanding 19th-century writers who are known to have frequented the Sears Crescent. The building also housed the publication office of the Christian Freeman, one of the noted abolitionist journals of the mid-19th century.

The building, previously in diverse ownership, was acquired by the Boston Redevelopment Authority on October 25, 1961, as part of the overall land acquisition for the Government Center Project.

The proposed use of the Sears Crescent is office and retail space. From a design standpoint, the height and mass of the building will complement new buildings within the project. For example, the curving facade of the Sears Crescent has its counterpart in the curved office building, now being built in Parcel 12, just across Scollay Square. The red brick facade of the building will also enhance the red brick base of the new City Hall and the paving of the Government Center Plaza. The design of both the City Hall and the Plaza, selected by an outstanding jury of architects and businessmen after a national architecture competition, recalls the traditional building materials of old Boston as a link between the Boston of yesterday and today.

The Sears Crescent is a ready-made link between the past and the present. Rehabilitation hopefully could permit the retention of tenants whose businesses are of historic significance. The retention and rehabilitation of Sears Crescent was first proposed by I. M. Pei, the internationally renowned architect and planner, who designed the Government Center. The Boston Redevelopment Authority's Design Advisory Committee, composed of five of the leading architects in Boston, strongly endorsed the retention and rehabilitation of this building. The Committee's view is expressed as follows:

"Now that the architects for the City Hall have been chosen formally, the Design Advisory Committee would like to express its opinion with regard to the Sears Crescent. We feel that it is essential to retain and rehabilitate this building because of the important element of historical continuity that it will provide between the new Government Center and the older buildings (the old State House, for example) adjacent to it. The Sears Crescent is of definite architectural interest and will give an appropriate human scale to the new City Hall



and Federal Office Building. Its brick facade will fit in especially well with the 'hard surface' plaza concept of the winning City Hall design. We believe that this building can be rehabilitated for vital and useful service consistent with the new buildings in the Government Center. The Design Advisory Committee can appreciate the feelings of some who proposed removing the building because, in its present form, it shows only too well the many years of grime and harmful renovation to which it has been subjected. However, we feel that proper rehabilitation can be accomplished and that this Victorian building can become a handsome and important adjunct to a new Government Center. We have reviewed the design studies of the Sears Crescent prepared by the B.R.A. staff and agree with the principle that such devices as a screen of trees and changes of pavement level (redefining the original Cornhill Street) will allow this building to live in harmony with the scale of the new plaza."

E. Fact Sheet on Parcel 10

LOCATION: In the new Government Center, on Court Street, adjacent to the new Government Center Plaza.

PERMITTED USES: Office and Accessory Uses

SEARS CRESCENT (existing building):

Size: Approximately 50,000 gross square feet
(approximately 9,000 square feet land area)

Height: 5-6 stories

Price: \$115,200

Required development: To be rehabilitated to highest quality standards.

Easements: Loading easement through basement from under-Cornhill service tunnel to building on Court Street frontage.



COURT STREET PORTION (vacant land):

Size: Approximately 14,000 square feet

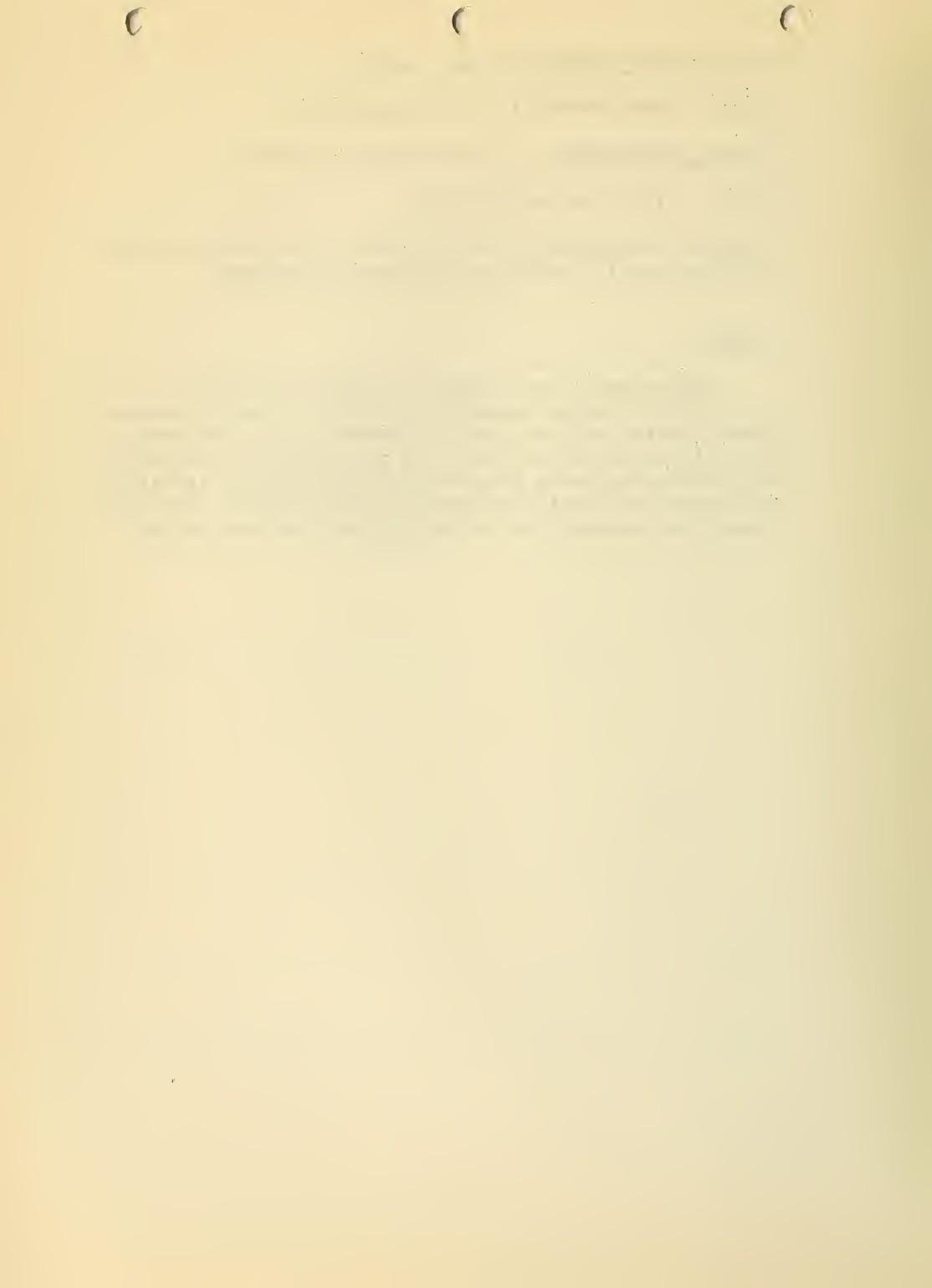
Height requirement: to match Sears Crescent

Price: \$12.30 per square foot

Required development: new building to be constructed and architecturally integrated with Sears Crescent.

PRICES:

Prices shown are subject to HHFA concurrence. In the event the price approved by HHFA is greater than as shown, notice will be promptly given to all developers, who will be given the choice of accepting the new price or withdrawing their proposals without further liability. The price as finally determined shall be fixed, and proposals to increase the price shall not be entertained.







POLICIES FOR THE DISPOSITION OF
PARCEL 10

I. Submission of Letter of Interest

Developers interested in Parcel 10 may submit a letter indicating such interest, not later than 5:00 P.M., September 30, 1965, to Edward J. Logue, Development Administrator, BRA, City Hall Annex, Boston 8, Massachusetts. Submissions should include:

- (a) Letter of Interest (in the form suggested in Appendix A) and \$500 deposit. The required deposit may be in cash, certified check, savings bank books, or irrevocable letter of credit, drawn to the order of the Boston Redevelopment Authority. Interest, if any, on the deposit will remain the property of the competitor, but the Authority is under no obligation to earn interest on any deposit.
- (b) Completed HHFA Forms H-6004, Redeveloper's Statement for Public Disclosure & Statement of Qualifications & Financial Responsibility (See Appendix B).
- (c) If developer is not interested in the whole parcel, statement of portion desired.
- (d) Type of development proposed, including proposed use and estimated cost.
- (e) Name and address of architect, together with description of projects completed since January 1, 1950, or presently under construction including photographs, dollar value, client or owner and location; listing of publications, awards and honors of the firm. In the case of a partnership or collaboration, the name of the architect with the design responsibility should be stated. In the alternative, a fully developed design proposal prepared by the architect, including all the items listed under part IV, may be submitted.

II. Review of Letters

The Development Administrator will acknowledge each Letter on behalf of the Authority, and will have a staff evaluation made. Where, on the basis of the submission, it appears that a developer cannot meet the standards set forth in the kit, he will be so notified and his deposit returned. The Development Administrator will initiate discussions with all other prospective developers and make such recommendations to the Authority as seem appropriate, including the method to be used in selecting developers from among those submitting Letters of Interest.



III. The Negotiation Period

During this period, the BRA staff and the Development Administrator will enter into negotiations with prospective developers who have submitted Letters of Interest for Parcel 10. Where the negotiation process reveals a number of equally qualified developers interested in developing the entire Parcel, or the same portion of the Parcel, the Development Administrator may recommend to the Authority that a competition be held.

Where the negotiation process reveals a number of developers interested in various portions of the Site, the Development Administrator may hold joint conferences with all of the prospective developers, in order to coordinate architectural and development proposals relating to the parcel.

The Development Administrator may, if the situation warrants, confine initial discussions to developers interested in developing the entire parcel 10.

IV. Development Proposals

When the negotiation process with a prospective developer has proceeded favorably, the Development Administrator may invite such developer to submit a formal proposal to the BRA; or, if the BRA (see above) determines to hold a competition, prospective developers will, in accordance with procedural rules to be established, have the opportunity to submit formal development proposals. In either case such proposals will include the following:

- (a) Letter of Intent (see Section 4a of the Kit)
- (b) \$50,000 deposit
- (c) Financial program for the building, including estimated-cost; source of funds, including equity funds; and mortgage commitments. Equity sources must be spelled out with binding pledges to the undertaking. Mortgage commitments must include both temporary and permanent financing commitment letters from recognized lending institutions. If equity or mortgage funds are dependent upon tenancy commitments, such commitments should be spelled out and their availability indicated. Where the developer consists of an unincorporated association, joint venture, etc., an agreement of association setting forth in detail the respective responsibilities and liabilities of the parties must be submitted.
- (d) Design proposal, consisting of the following items:
 1. Site plan which is at a scale of 1" = 40' - base as supplied by the BRA. This plan must show all existing streets surrounding the parcel as well as buildings that are on the other sides of these streets.

2. Floor plans of all non-typical levels at a scale of 1/16" = 1'
3. Typical upper floor plan (if any) at a scale of 1/16" = 1'
4. Roof plan at a scale of 1/16" = 1'
5. Front, rear and side elevations at 1/16" + 1', showing all penthouses, exhaust ventilators, grills, and other mechanical equipment.
6. Typical cross-section of the building at 1/8" = 1'
7. Typical details of the facade at a scale of $\frac{1}{2}$ " = 1'
8. Brief outline of specifications of materials to be used in the building with specific emphasis on exterior materials.

The financial program will be acceptable if it clearly supports a finding that the developer has the resources necessary to carry out the project. The design proposal will be judged upon the basis of the following criteria:

- (a) Conformance with the controls contained in the Urban Renewal Plan.
- (b) Adequacy in meeting the overall urban design objectives stated in the program.
- (c) Level of achievement of the design as an outstanding work of architecture, over and above urban renewal requirements.
- (d) Appropriateness of exterior materials proposed for the building.
- (e) Appropriateness of scale of exterior elevations of the building.
- (f) Appropriateness of site plan as regards pedestrian circulation.
- (g) Extent of building's ability to exist in harmony with adjacent structures.
- (h) Appropriateness of building form and plan to meet its function as an office building.
- (i) Feasibility of constructing the building design within developer's budget.
- (j) Appropriateness of any graphics or pedestrian accessory accommodations proposed for the building.
- (k) Appropriateness of nighttime lighting proposed for the building.
- (l) Appropriateness of the design to retain the essence of the historical character of the Sears Crescent.

--

Upon acceptance of a proposal by the BRA, the Redeveloper's Disclosure material will be published and, after the appropriate waiting period, the Letter of Intent executed on behalf of the Authority.

V. Inquiries

Inquiries from prospective developers are welcome. Staff of the Authority will be available under the direction of the Development Administrator for discussion of the materials in this kit and the Authority's general objectives in Government Center, and in Parcel 10 in particular. After September 30, 1965, such discussions will be held only with developers who have submitted Letters of Interest.







Letter of Interest

(Use Developer's Letterhead)

Subject: Parcel 10 - Government Center

Dear Mr. Logue:

Submitted herewith are:

1. Certified check in the amount of \$500.
2. Completed Form H-6004
3. Statement of development proposed, including proposed use and estimated cost.
4. Materials on architect's qualifications.

The portion of Parcel 10 we are interested in is _____
_____. The architect we have retained for this
development is _____ of
architect's name
_____, of _____.
name of firm address

We understand that the \$500 deposit is to be retained by you as a negotiation fee, but that it will be refunded to us (1) upon our written notice to you that we are no longer interested in the Parcel, at any time up until 10 days after such date as we are informed by you that the deposit is no longer refundable; or (2) at such time as the Authority has accepted a Letter of Intent and \$50,000 deposit by another developer for the same parcel.

Interest on the deposit is our property but we understand that the Authority is under no obligation to invest or reinvest it.

Developer

(n)

(O)

(O)



HOUSING AND HOME FINANCE AGENCY
URBAN RENEWAL ADMINISTRATION

REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE

and

REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

NOTE: If the Redeveloper is an individual (or individuals jointly) who will redevelop land or rehabilitate property for residential use with a structure containing not more than four dwelling units, and who will occupy one or more of the dwelling units, Form H-6004A shall be used in place of this form.

Purpose and Applicability of These Forms

The attached form of *Redeveloper's Statement for Public Disclosure* is to be used by the Local Public Agency in obtaining the information from proposed developers to be made public by the LPA in accordance with the requirements of Section 105(e) of the Housing Act of 1949, as amended. This form is to be completed by each proposed developer with whom the LPA proposes to enter into a contract for, or understanding with respect to, a disposal of project land, except the Federal Government or a State or local government acquiring project land for a public nonresidential use.

The attached form of *Redeveloper's Statement of Qualifications and Financial Responsibility* is for the guidance of the LPA in prescribing the information to be furnished by proposed developers as evidence of their qualifications to undertake the obligations to be imposed under proposed agreements for the purchase or lease of project property for redevelopment or rehabilitation. The information provided for in this form is to be furnished by all developers except the Federal Government and States, municipalities, and other public entities acquiring land for public use.

Submission to HHFA Regional Office

One certified conformed copy or duplicate original of each of the two forms is required to be submitted to the HHFA Regional Office.

Responsibility of LPA To Determine Adequacy and Legality

No assurance is given that the provisions of the suggested forms will supply all of the information needed by the LPA or that such forms will comply with State and local law. If additional information is needed, the LPA is responsible for making adjustments in the forms so that they will comply with such requirements, bearing in mind also the applicable provisions of the Contract for Loan and Grant and the Housing Act of 1949, as amended.

Use of the Forms

This page should be removed before the forms are furnished to prospective developers.



REDEVELOPER'S STATEMENT FOR PUBLIC DISCLOSURE¹

A. REDEVELOPER AND LAND

1. a. Name of Redeveloper:

- b. Address of Redeveloper:

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

(Name of Local Public Agency)

in _____

(Name of Urban Renewal or Redevelopment Project Area)

in the City of _____, State of _____,
is described as follows:²

¹ If space on this form is inadequate for any requested information, it should be furnished on an attached page which is referred to under the appropriate numbered item on the form.

² Any convenient means of identifying the land (such as block and lot numbers or street boundaries) is sufficient. A description by metes and bounds or other technical description is acceptable, but not required.



3. If the Redeveloper is not an individual doing business under his own name, the Redeveloper has the status indicated below and is organized or operating under the laws of _____

_____:

A corporation.

A nonprofit or charitable institution or corporation.

A partnership known as

A business association or a joint venture known as

A Federal, State, or local government or instrumentality thereof.

Other (explain).

4. If the Redeveloper is not an individual or a government agency or instrumentality, give date of organization:

5. Names, addresses, title of position (if any), and nature and extent of the interest of the officers and principal members, shareholders, and investors of the Redeveloper, other than a government agency or instrumentality, are set forth below as follows:

- a. If the Redeveloper is a corporation, the officers, directors or trustees, and each stockholder owning more than 10% of any class of stock.¹
- b. If the Redeveloper is a nonprofit or charitable institution or corporation, the members who constitute the board of trustees or board of directors or similar governing body.
- c. If the Redeveloper is a partnership, each partner, whether a general or limited partner, and either the percent of interest or a description of the character and extent of interest.
- d. If the Redeveloper is a business association or a joint venture, each participant and either the percent of interest or a description of the character and extent of interest.

¹ If a corporation is required to file periodic reports with the Federal Securities and Exchange Commission under Section 13 of the Securities Exchange Act of 1934, so state under this Item 5. In such case, the information referred to in this Item 5 and in Items 6 and 7 is not required to be furnished.



5. e. If the Redeveloper is some other entity, the officers, the members of the governing body, and each person having an interest of more than 10%.

Name and Address	Position Title (if any) and Percent of Interest or Description of Character and Extent of Interest
------------------	--



6. Name, address, and nature and extent of interest of each person or entity (not named in response to Item 5) who has a beneficial interest in any of the shareholders or investors named in response to Item 5 which gives such person or entity more than a computed 10% interest in the Redeveloper [for example, more than 20% of the stock in a corporation which holds 50% of the stock of the Redeveloper; or more than 50% of the stock in a corporation which holds 20% of the stock of the Redeveloper]:

Name and Address	Description of Character and Extent of Interest
------------------	---

7. Names (if not given above) of officers and directors or trustees of any corporation or firm listed under Item 5 or Item 6 above:

B. RESIDENTIAL REDEVELOPMENT OR REHABILITATION

[The Redeveloper is to furnish the following information, but *only* if land is to be redeveloped or rehabilitated in whole or in part for *residential* purposes.]

1. State the Redeveloper's estimates, exclusive of payment for the land, for:
 - a. Total cost of any residential redevelopment.....\$
 - b. Cost per dwelling unit of any residential redevelopment
 - c. Total cost of any residential rehabilitation
 - d. Cost per dwelling unit of any residential rehabilitation



2. a. State the Redeveloper's estimate of the average monthly rental (if to be rented) or average sale price (if to be sold) for each type and size of dwelling unit involved in such redevelopment or rehabilitation:

Type and Size of Dwelling Unit	Estimated Average Monthly Rental	Estimated Average Sale Price
	\$	\$

- b. State the utilities and parking facilities, if any, included in the foregoing estimates of rentals:

- c. State equipment, such as refrigerators, washing machines, air conditioners, if any, included in the foregoing estimates of sales prices:



CERTIFICATION

I (We)¹ _____
certify that this Redeveloper's Statement for Public Disclosure is true and correct to the best of my (our)
knowledge and belief.

Dated: _____

Dated: _____

Signature

Signature

Title

Title

Address

Address

¹ If the Redeveloper is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.



REDEVELOPER'S STATEMENT OF QUALIFICATIONS AND FINANCIAL RESPONSIBILITY

[For confidential official use of the Local Public Agency
and the Housing and Home Finance Agency]

1. a. Name of Redeveloper:

- b. Address of Redeveloper:

2. The land on which the Redeveloper proposes to enter into a contract for, or understanding with respect to, the purchase or lease of land from

(Name of Local Public Agency)

in _____
(Name of Urban Renewal or Redevelopment Project Area)

in the City of _____, State of _____,
is described as follows:

3. Is the Redeveloper a subsidiary of or affiliated with any other corporation or corporations or any other firm or firms? Yes No
If Yes, list each such corporation or firm by name and address, specify its relationship to the Redeveloper, and identify the officers and directors or trustees common to the Redeveloper and such other corporation or firm.
4. a. The financial condition of the Redeveloper, as of _____, 19_____, is as reflected in the attached financial statement.
(Note: Attach to this statement a certified financial statement showing the assets and the liabilities, *including contingent liabilities*, fully itemized in accordance with accepted accounting standards and based on a proper audit. If the date of the certified financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.)
b. Name and address of auditor or public accountant who performed the audit on which said financial statement is based;
5. If funds for the development of the land are to be obtained from sources other than the Redeveloper's own funds, a statement of the Redeveloper's plan for financing the acquisition and development of the land:
6. Sources and amount of cash available to Redeveloper to meet equity requirements of the proposed undertaking:
- a. In banks:
Name and Address of Bank Amount
\$
- b. By loans from affiliated or associated corporations or firms:
Name and Address of Source Amount
\$
- c. By sale of readily salable assets:
Description Market Value Mortgages or Liens
\$ \$



7. Names and addresses of bank references:

8. a. Has the Redeveloper or (if any) the parent corporation, or any subsidiary or affiliated corporation of the Redeveloper or said parent corporation, or any of the Redeveloper's officers or principal members, shareholders or investors, or other interested parties (as listed in the responses to Items 5, 6, and 7 of the *Redeveloper's Statement for Public Disclosure* and referred to herein as "principals of the Redeveloper") been adjudged bankrupt, either voluntary or involuntary, within the past 10 years?

Yes No

If Yes, give date, place, and under what name.

- b. Has the Redeveloper or anyone referred to above as "principals of the Redeveloper" been indicted for or convicted of any felony within the past 10 years? Yes No

If Yes, give for each case (1) date, (2) charge, (3) place, (4) Court, and (5) action taken. Attach any explanation deemed necessary.

9. a. Undertakings, comparable to the proposed redevelopment work, which have been completed by the Redeveloper or any of the principals of the Redeveloper, including identification and brief description of each project and date of completion:

- b. If the Redeveloper or any of the principals of the Redeveloper has ever been an employee, in a supervisory capacity, for a construction contractor or builder on undertakings comparable to the proposed redevelopment work, name of such employee, name and address of employer, title of position, and brief description of work:

10. Other federally aided urban renewal projects under Title I of the Housing Act of 1949, as amended, in which the Redeveloper or any of the principals of the Redeveloper is or has been the redeveloper, or a stockholder, officer, director or trustee, or partner of such a redeveloper:



11. If the Redeveloper or a parent corporation, a subsidiary, an affiliate, or a principal of the Redeveloper is to participate in the development of the land as a construction contractor or builder:

a. Name and address of such contractor or builder:

b. Has such contractor or builder within the last 10 years ever failed to qualify as a responsible bidder, refused to enter into a contract after an award has been made, or failed to complete a construction or development contract? Yes No

If Yes, explain:

c. Total amount of construction or development work performed by such contractor or builder during the last three years: \$ _____.

General description of such work:

d. Construction contracts or developments now being performed by such contractor or builder:

<u>Identification of Contract or Development</u>	<u>Location</u>	<u>Amount</u> \$	<u>Date To Be Completed</u>
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e. Outstanding construction-contract bids of such contractor or builder:

<u>Awarding Agency</u>	<u>Amount</u> \$	<u>Date Opened</u>
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11. f. Brief statement respecting equipment, experience, financial capacity, and other resources available to such contractor or builder for the performance of the work involved in the redevelopment of the land, specifying particularly the qualifications of the personnel, the nature of the equipment, and the general experience of the contractor:

12. a. Does any member of the governing body of the Local Public Agency to which the accompanying bid or proposal is being made or any officer or employee of the Local Public Agency, who exercises any functions or responsibilities in connection with the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? Yes No

If Yes, explain.

b. Does any member of the governing body of the locality in which the Urban Renewal Area is situated or any other public official of the locality, who exercises any functions or responsibilities in the review or approval of the carrying out of the project under which the land covered by the Redeveloper's proposal is being made available, have any direct or indirect personal interest in the Redeveloper or in the redevelopment or rehabilitation of the property upon the basis of such proposal? Yes No

If Yes, explain.

13. Statements and other evidence of the Redeveloper's qualifications and financial responsibility (other than the financial statement referred to in Item 4a) are attached hereto and hereby made a part hereof as follows:



CERTIFICATION

I (We)¹

certify that this Redeveloper's Statement of Qualifications and Financial Responsibility and the attached evidence of the Redeveloper's qualifications and financial responsibility, including financial statements, are true and correct to the best of my (our) knowledge and belief.

Dated: _____

Dated: _____

Signature

Signature

Title

Title

Address

Address

¹ If the Redeveloper is a corporation, this statement should be signed by the President and Secretary of the corporation; if an individual, by such individual; if a partnership, by one of the partners; if an entity not having a president and secretary, by one of its chief officers having knowledge of the financial status and qualifications of the Redeveloper.



CHAPTER II: PROPOSED RENEWAL ACTIONS AND DESIGN OBJECTIVES

SECTION 201: GENERAL RENEWAL ACTIONS

The Government Center project will be undertaken and carried out by the Boston Redevelopment Authority (herein, with its successors and assigns, also called the "Authority.") The principal activity will be clearance and redevelopment to remove a decadent and blighted area in the heart of the city.

The principal reuse of project land will be public and private office space, supported by accessory uses and public open space. Public improvements will include an improved street system, off-street parking, adjustment and improvement of utilities and mass transit, as well as public open area. These actions are summarized in Section 202-204, below.

SECTION 202: CLEARANCE AND REDEVELOPMENT

The major activity in the Project Area will be clearance and redevelopment. It is proposed that six existing properties will not be acquired (subject to the provisions of Section 303 hereof) since they are or can be made compatible with the Plan and its design objectives. Disposition parcels will be made available for redevelopment as stipulated in Chapter III, Land Use and Building Controls.

SECTION 203: PUBLIC IMPROVEMENTS

A. Streets

A completely new major street system will be constructed in a logical and orderly manner; paving, curbs and sidewalks in abandoned streets will be removed; and existing streets to remain will be reconstructed or widened, all as shown on Map B, Proposed Land Use Map. In addition, an access street from Hawkins Street to serve buildings on Parcel 2, and an underground service roadway from New Congress Street to serve buildings on Parcels 6 and 9 shall be constructed. Should engineering and traffic studies prove its feasibility, an ingress road from New Chardon Street to Canal Street will be provided.

B. Utilities

Project activities include the placing of underground utility lines within the new street system as necessary to serve the Project Area in an adequate manner; and the abandonment, removal, relocation, or improvement of all existing utilities wherever necessary. Whenever such utilities are adequate and in accordance with the Urban Renewal Plan, they shall be retained. All private and public utilities will be placed underground.

C. Landscaping

Attractive landscaping of all open areas and, wherever appropriate, areas within public street rights-of-way, will be provided.

D. Street Lighting

The replacement and modernization of the present street lighting system to conform to the new street plan and to meet the general and special needs of the renewal area are proposed.

E. Public Open Space

Public open space, including a Government Center Plaza, and other attractively developed open spaces and walkways, will be publicly provided and maintained.

F. Rapid Transit

Rapid Transit facilities will be reconstructed as necessary to serve the Project adequately and efficiently. The northbound tunnel of the Tremont Street Subway line will be relocated between Scollay Square and Haymarket Square and a turnaround loop will be constructed at Scollay Square Station, both as indicated on Map B, Proposed Land Use.

SECTION 204: REHABILITATION

One acquired structure with historic and architectural significance will be sold for rehabilitation, and three non-acquired structures are designated for rehabilitation, all in accordance with Sections 404 and 405 hereof.

SECTION 205: PLANNING AND DESIGN OBJECTIVES

A. Introduction

The general planning and design objectives of the Government Center Urban Renewal Plan are:

1. Revitalization of a key portion of downtown Boston through clearance, redevelopment and rehabilitation, thereby eliminating a decadent and sub-standard area;
2. Functional integration of new governmental facilities, supported by new private office facilities and ancillary consumer and business service facilities;

3. Introduction of new economic strength in the Government Center Project Area, thereby creating an effective center of activity functionally linked to the Retail Core, the Financial District, the Waterfront, the North Station, the Beacon Hill Governmental District, and the nearby residential areas of Beacon Hill and the West and North Ends;
4. Provision of adequate vehicular access to Government Center in order to emphasize the importance of Government Center to the entire Boston Peninsula, while at the same time improving mass transit and pedestrian access into and movement within the Project Area;
5. Creation of design continuity between the public and private parcels in order to heighten an awareness of the essential inter-relation of all the Government Center buildings, open spaces, and pedestrian and vehicular ways;
6. Creation of a symbol of democratic government and its related institutions in the physical context of the surrounding historical districts, thereby continuing and improving the important role this area has played in the political, social and cultural history of Boston and America.

B. Implementation

These general planning and design objectives will be implemented by:

1. The planning and design of public facilities; circulation systems (pedestrian, vehicular, and mass transit); open spaces; public buildings and other public facilities; and
2. Use and design controls on the disposition parcels, the rehabilitation parcels, and the buildings in the Project Area which are not proposed to be acquired.

Moreover, these general planning and design objectives are supplemented by the specific planning and design objectives set forth below. The developer of each disposition parcel and the owner of each rehabilitation parcel, will be required not only to adhere to the particular controls and restrictions imposed upon his parcel (see Chapter III, Section 302 and Chapter IV, Section 404 and 405), but also to

give adequate consideration to the spirit of the objectives and principles of the Urban Renewal Plan in respect to land use, design, and building controls.

C. Circulation System Objectives

1. Pedestrian Movement

- a. Provide a system of pedestrian paths linking open spaces, private and public buildings, mass transit and other public facilities within Government Center;
- b. Provide a system of pedestrian paths linking Government Center and the adjacent districts of North Station, Quincy Market and the Waterfront, the North End, Beacon Hill and the State House, the Retail Core, and the new West End Redevelopment Area;
- c. Provide a system of pedestrian paths which can be incorporated into an improved system for Boston's historic Freedom Trail;
- d. Provide a system of pedestrian paths, the principal elements of which are:
 - (1) paralleling systems of building arcades, walkways and open spaces starting at Pemberton Square, linking the intersections of Cambridge, Tremont and Court Streets, the Scollay Square MTA Station, Government Center Plaza, the Sears Crescent, new City Hall, Dock Square, and Faneuil Hall (this varied system of open and sheltered walks will eventually tie into the historic Market and Blackstone-Union Streets area and thence the Waterfront on the east, and the North End Freedom Trail elements on the north),
 - (2) mid-block open walkway at Washington and State Streets linking new City Hall to the Retail Core and the Financial District via Washington Street,
 - (3) systems of arcaded walkways within the building lines of parcels facing Government Center Plaza, east of New Congress and west of Cambridge-Tremont, thus creating protected pedestrian paths serving these parcels while protecting and defining pedestrian movement where adjacent to important streets, and maximum flexibility

for pedestrian desires and to give adequate access to all parcels.

2. Vehicular Circulation

- a. Provide a rational vehicular circulation pattern which:
 - (1) maximizes re-use of existing rights-of-way
 - (2) eliminates awkward and dangerous intersections,
 - (3) separates different types of vehicular movement according to function, speed, and destination,
 - (4) creates super-blocks free of vehicular traffic,
 - (5) makes disposition sites more practical in terms of construction, including off-street parking, and other service standards, and
 - (6) creates open spaces free of vehicular traffic;
- b. Simplify and increase the total carrying capacity of routes by creating a hierarchy of vehicular movement which:
 - (1) discourages through-traffic from using streets within Government Center designed for Government Center private vehicular movement alone, and
 - (2) encourages such movement on the Central Artery and other appropriate through-traffic arteries;
- c. Increase the efficiency of the vehicular connections serving Government Center so as to provide a greater access to the Project Area by:
 - (1) creating at grade level the one-way connector street-pair formed by New Sudbury and New Chardon Streets, and

- (2) Improving and widening the existing State and Court Streets as secondary streets;
- d. Design street width, capacity, pavement and related street equipment, in order to
 - (1) enhance access to disposition parcels, and
 - (2) relate such designs to the height, massing, facade, treatment, and use of disposition parcels;
- e. Minimize disposition parcel access from Cambridge-Tremont, New Congress-Merrimac, New Sudbury, New Chardon, State and Court Streets. (In the execution of the Urban Renewal Plan, further improvement of private vehicular access and service systems within the purview of Plan controls will be accomplished by consultations between the Boston Redevelopment Authority and the disposition parcel developers.

3. Mass Transit

Increase the capacity of the Scollay Square Station to meet the increased numbers of employees in, and visitors to, Government Center by the construction of a loop designed to allow more cars to enter and leave Government Center within any period of time, and design surface entrances to meet the following three criteria:

- a. that their design harmonize with the design of the immediate area in which they are located,
- b. that they be so located as to maximize access to the station they serve, and
- c. that their design reflect the capacity of the station they serve.

D. Objectives for Public Improvements, Open Spaces and Basements for Public Use

- 1. Provide high standards for the pedestrian's safety, comfort, and access to service elements contained in public spaces and rights-of-way, giving consideration to:
 - a. plant materials, paving and curb treatments, lighting, signs, and other street and open space equipment and furnishings;

- b. safety at pedestrian crossings and within open spaces;
 - c. street and open space sanitation; and
 - d. climatic comfort in all seasons to the degree feasible.
2. Provide a functional and attractive system of well-defined open spaces knitted into an integrated whole by equally well-organized streets, walkways, and open spaces, giving consideration to:
- a. The circulation and/or non-circulation function for which they were designed, and
 - b. The unification and functional articulation of the space sequences of the circulation system.
3. Encourage developers of disposition parcels to give consideration to:
- a. avoidance of setbacks or breaks in building lines which detract from the definition of enclosure of public open space and street space,
 - b. exploitation of building mass, screen walls, overhangs or landscaping as elements contributing to the definition of public open space and street space,
 - c. enhancement of climatic shelter objectives as they relate to public open space and street space,
 - d. provision of safe pedestrian and auto visibility minimizing curb cuts in public open space and street space areas,
 - e. maximum display of lighted or active portions of buildings toward public open space and street space areas in order to improve night-time safety,
 - f. placement of primary building entrances and approaches and arrangement of internal functions generating public activity in such a way as to generate and augment the purposes of public open space and street space, whether intended for active or passive uses, and

g. use of architectural materials and scalar treatment of facade and roof lines in modes contributing to unity across and around all sides of the public open space and street space areas.

E. Land Use and Building Controls Objectives

1. Provide a high standard of convenience and mutual interdependence between local, State and Federal government facilities and services, on the one hand, and private offices and business services on the other hand, maximizing convenient pedestrian access between all parcels and emphasizing private office space that meets the needs of enterprises requiring Government Center proximity;
2. Provide a high degree of convenience, and self-sufficiency in Government Center in respect to local retail, personal service, and visitor accommodation facilities, maximizing the vertical and horizontal accessibility of such services from the principal public pedestrian walks and open spaces;
3. Control vehicular traffic generation at a level reasonably related to the presence of mass transportation alternatives, the intense degree of pedestrian movement required in this area, and the limited availability of private vehicular movement channels in the area;
4. Provide an adequate standard of light, air, and open space, and create a total pattern of buildings which is both expressive of contemporary real estate development and a harmonious part of historic Boston. (Land use and building controls and restrictions emphasize the potential for buildings of moderate height and great horizontal continuity, both to ensure accessibility to light and air and to affirm the continuity of enclosure of streets and open spaces by long buildings which is characteristic of this part of Boston. The rationale directing the location of tall buildings is based upon an overall area effect rather than upon similarities or dissimilarities of locational conditions between adjacent parcels. The objective as it relates to Parcel 8 is creation of a "true tower", with approximate dimensions of 100' by 170'. In the overall plan as it relates to tall buildings, principal considerations will be minimizing shadowing of lower buildings, major open spaces and transit interchanges, and utilization of the building as an attractive distant landmark for the location and internal structure of Government Center.)

F. Buildings Objectives

1. The Urban Renewal Plan makes possible and depends upon the highest possible level of contemporary architectural design. The individual developer's proposal will be reviewed in terms of its contribution to a suitable present-day city environment, its care for the assets and community values of historical Boston, and the permanence of renewal objectives in terms of aesthetic expression, utilitarian arrangement, and structural soundness. This objective will require the developer to conform to the principles of the overall Project Area design through careful attention to the potentials of the disposition parcel (see especially paragraphs D and E above), and to the following standards:
 - a. The best modern architectural standards for natural and artificial lighting acoustics, and mechanical plant should be utilized, as well as sensitive external expression of these factors in order to avoid premature obsolescence.
 - b. Experimentation in the arrangement of uses in a single architectural complex should be undertaken in order to improve on current architectural solutions in respect to mixed land-use sites and in respect to preserving the spatial integrity of the street and defined public open spaces, at least for lower floors facing the space.
 - c. New and rehabilitated buildings, as well as buildings proposed to be retained, should harmonize, not only with others sharing the same streets or open spaces, but with surrounding older parts of downtown Boston. Particular note should be taken of the use of curtain walling materials and architectural rhythm and detail of wall openings, relating to dominant local architectural traditions of masonry materials and complex and careful scales of wall openings and details.
 - d. All parapets and roof-top structures should be well organized so as to present an attractive appearance from all points of view, including view from higher buildings.

- e. New and rehabilitated buildings as well as buildings proposed to be retained should be treated with architectural values on all facades, leaving no facades of inferior material.
- 2. Two special and fundamental principles of the Urban Renewal Plan with respect to individual architectural considerations are as follows:
 - a. Maintenance around Government Center Plaza of a dignified building enclosure of simple roof-line, similar or harmonious materials, and similar scale of facade treatment, providing an unobtrusive common setting over which the new City Hall will be visually dominant and artistically unique; and
 - b. Maintenance and strengthening of a clear visual channel and sequence of related architectural appearances extending from Government Center Plaza to the Waterfront (the latter outside Project Area) expressing the functional ties between these points of tourist interest and the intervening open spaces as well. It is to be noted that long moderately-low existing buildings, making heavy use of concrete or granite materials, are frequently found along this line.

CHAPTER III: LAND USE AND BUILDING CONTROLS

SECTION 301: LAND USE MAP

The proposed land uses are shown on Map B, Proposed Land Use.

SECTION 302: LAND USE PROVISIONS AND BUILDING REQUIREMENTS

A. General Requirements

1. Applicability: The provisions of sub-Section 302: (A) shall apply to all property within the Project Area, and shall be implemented by appropriate covenants in disposition or other documents.
2. Duration of Controls, Effective Date and Renewal Provisions:
The provisions and requirements established in this Plan shall be maintained and in effect for a period of 40 years from the date of the original approval of the Urban Renewal Plan by the City Council, except for Sections 302: (A) 3 and 4 below, which shall remain in effect for a period of 100 years from said date.
3. Restrictive Covenants: No covenant, agreement, lease, conveyance or other instrument shall be effected or executed by the Boston Redevelopment Authority or by any purchaser or leasee from it (or any successors in interest of such purchasers or leasees) by which land in the Project Area or any improvements, facilities or appurtenances constructed on such land, is restricted either by the Boston Redevelopment Authority or by such purchasers, leasees or successors in interest, upon the basis of race, creed, color, or national origin, in the occupancy thereof.
4. Compliance with Anti-Discrimination Laws:
Redevelopers shall comply with all State and local laws in effect from time to time prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease or occupancy of property in the Project Area, provided that this section shall not apply to the United States of America

5. Interim Uses. The Boston Redevelopment Authority may devote properties acquired by it in the Project Area, prior to the time such properties are needed for redevelopment purposes, to temporary uses for parking, relocation, or recreation, in accordance with such standards, controls, and regulations as the Authority may deem appropriate.
6. Definitions Applicable in the Interpretation of Building Requirements and Restrictions:
 - a. Floor Area Ratio: the direct ratio of the total, above grade, gross floor area of a building to the total area of the disposition parcel.
 - b. Building Coverage: the percentage of the disposition parcel covered by the ground floor of the building.
 - c. Height: the height of a building shall be measured from the mean grade of the sidewalk or a given grade elevation to the top of a parapet of the building facade. Grade elevations are measured from Boston Base.
 - d. Setback: the distance between the disposition parcel line and a line beyond which no part of the building may protrude.
 - e. Building Envelope: a building envelope is the geometric figure defined by the application of height, setback and similar controls for a disposition parcel.
 - f. Arcade: an area of a building which is open to public access along its entire length.
7. Landscaping: All open areas must be suitably landscaped so as to provide a visually attractive environment.
8. Sign Control: Signs within the Project Area shall be restricted to the non-animated and non-flashing type, identifying only the establishment and nature of its products. All signs must be suitably integrated with the architectural design of the structure which they identify. No sign shall project above roof of the structure on which it is mounted. No sign shall project beyond the face of the building more than 24". The size, design, location and

number of signs shall be approved by the Authority. No signs or advertising shall be placed on the exterior facade on or above the floor level of the third floor of any structure. Any exceptions to the above controls, or the placement or replacement of any sign during the 40-year duration of this Plan, must be approved by the Boston Redevelopment Authority.

9. Exterior Lighting: Exterior lighting may be used to light doors, entrances, show windows, plazas, and open spaces. It shall be located and shielded so as to prevent glare on adjacent properties. No flood lighting of buildings or streets will be permitted except by special approval of the Boston Redevelopment Authority.
10. Off-Street Loading: Servicing of all buildings shall be off-street, except that not-to-be-acquired parcels and parcels designated for rehabilitation may be exempted in writing, by the Boston Redevelopment Authority, where existing conditions make compliance with this requirement impossible. Developers shall provide access to such servicing areas only where permitted under Section 302(B) below.

The following are the off-street loading bay requirements for each parcel, unless otherwise provided under Section 320(B):

Number of Bays Required for New Structures by
Gross Floor Area of Structures
(in thousands of square feet)

Gross Floor Area (In thousands of square feet)	Under 15	15- 100	100- 150	150- 300	300 and over
Number of Bays Required	0	1	2	3	4, plus 1 for each addi- tional 150,000 sq. ft.

Off-street loading bay requirements do not apply to any of the following uses:

Fire Station
Police Station
Telephone Exchange
Drive-in Restaurants
Outdoor Recreation Places
Parking Garage

11. Open Parking Areas. Open parking areas must be paved and landscaped and effectively screened to provide an attractive visual appearance. The number of parking spaces provided must be consented to in writing by the Boston Redevelopment Authority.
12. Storage. The open air storage of materials, equipment or merchandise other than automobiles shall not be permitted in any section of the Project Area.
13. Uses. The Project Area shall generally be devoted to office and business uses, and landscaped open areas. Specific uses for each parcel are set forth in Section 302(B). In each case, and unless specifically otherwise provided, designation of a particular use includes all accessory and ancillary uses, customarily or reasonably, incident to the use specified, or the use on an adjoining parcel. Retail businesses are permitted on all private parcels except those devoted to open space. Restaurants are permitted on all parcels except those devoted to open space. Landscaped open space is permitted as an accessory use on any parcel. Within the purview of this Section, the Authority may permit on any parcel such uses as are consistent with the objectives of the Project.
14. Utility Easement. Easements for utilities shall be provided in accordance with Proposed Land Use Map, and Section 302(B) hereof. Additional utility easements, as needed, may be granted by the Authority.
15. Subway Facilities. Provision shall be made for subway tunnels, stations, and access facilities in accordance with the Proposed Land Use Map, and disposition parcels shall be subject to easements and other rights as appropriate in accordance therewith. In addition, developers on each parcel may construct or arrange to have constructed such additional facilities as they deem desirable.

16. Arcaded Pedestrian Ways. Arcaded pedestrian ways are permitted on all disposition parcels.
17. Subway Easements. Easements for existing subway tunnels must be maintained, and construction shall proceed so as not to damage or threaten damage to or cause leakage in or impair the structure or support of or interfere in any way with the use of Metropolitan Transit Authority facilities, and any existing above ground facilities must be restored or replaced in a manner acceptable to the Metropolitan Transit Authority.
18. Automobile Passenger Discharge Area. Buildings in public use shall provide automobile passenger discharge areas, in such a way as not to impede traffic flow.
19. Provisions for Handicapped People. All new buildings in the Project Area shall be so designed that persons in wheelchairs can enter and leave and travel about the building in a reasonable manner without undue obstruction. Appropriate entrances and exits for such persons shall be constructed on all major frontages.

Parcel 10

A. Permitted Uses

Parcel 10 may be subdivided by the Authority and for each sub-parcel the principal use shall be general office. See Chapter IV, Section 404, for standards and controls on that portion of Parcel 10 which may be rehabilitated.

B. Building Requirements

1. Floor Area Ratio: not to exceed eight.
2. Building Coverage: restrictions not applicable.
3. Height: to match existing cornice line of Sears Crescent (65' above elevation 34.0').
4. Setback: no Setback permitted on full frontage on Court Street for first two floors. No setback permitted for entire frontage on Government Center Plaza.
5. Building Envelope: Controls not applicable.
6. Parking: no open parking. Enclosed parking permitted below the Government Center Plaza level as it abuts upon the parcel.
7. Access: for loading and parking, from Franklin Avenue or New Congress Street under Government Center Plaza level.
8. Storage: no open air storage, temporary or permanent, of materials for use in or refuse from Parcel 10 shall be permitted on Franklin Avenue or Franklin Avenue frontage.
9. An easement with a diameter of at least 60' and a vertical clearance of at least 14'6" shall be provided as a vehicular turn-around for vehicles entering Franklin Avenue, unless alternate means of access are provided for Parcel 10 and 17 Court Street, which means of access are satisfactory to the Federal Government (if it then owns 17 Court Street) and to the Authority.

SECTION 404: GENERAL STANDARDS FOR REHABILITATION

A. Purpose

The purpose of these standards is to assure that the following objectives are achieved:

1. That the property will be rehabilitated to its highest and best use consistent with its location.
2. That the interior of the building will be modern and useful, will attract desirable tenants, and that all work and facilities will comply with applicable City of Boston Building Codes and regulations.
3. That the exterior of the building will reflect such historic and architectural values as are appropriate to the building and its environment.

B. Consideration of Rehabilitation Proposals

There is no intent to use the controls and restrictions which follow to limit or discourage unduly an imaginative and sensitive plan of alterations adequately satisfying the objectives of the Urban Renewal Plan. (See Chapter II, Section 205). Rehabilitation proposals consistent with the objectives of these controls and restrictions will be acceptable if adequately documented with complete architectural renderings of all aspects of the building, outline specifications for all new construction, drawings of typical external details, analyses showing the relationship between proposals and the various historical epochs of the building and material giving assurances as to the nature and terms of years of building occupancies and uses proposed.

Rehabilitation proposals will be reviewed by the Boston Redevelopment Authority, with the aid of competent historical advice, where applicable, against the criteria in this section of the Urban Renewal Plan as well as such criteria as may be derived from additional background architectural and historical documentation available to the Authority.

C. Permitted Uses

The parcels shall be devoted to general business or general-office uses, as specified in Section 405 hereof. Establishments having a relation to the historical and architectural traditions of the area will be given preference.

D. Interior Remodeling and Spatial Arrangement

The interior floors, walls, ceilings, doors and door frames, window frames, stairs and other interior details shall be rearranged as required and rehabilitated to a safe and useable condition, suitable and desirable for the use intended.

E. Structural Standards

The foundations, exterior and interior bearing walls, party and/or fire walls, columns, floor and roof framing members shall be rehabilitated as necessary so as to be structurally sound and fulfill the structural requirements for the permitted uses.

F. Mechanical Equipment and Facilities

All mechanical and sanitary equipment and facilities including but not necessarily restricted to lighting and electrical service, heating, venting and air-conditioning, plumbing, toilets and elevators, shall be rehabilitated to a safe and useable condition, unless existing equipment and facilities are of such condition that they are not repairable, in which instance they shall be replaced or installed as appropriate.

G. Protections from Elements

1. The roof, walls, foundations, gutters, drains, and details around all wall openings shall be rehabilitated as appropriate so that all interior spaces will be free of leaks and dampness.
2. Contemporary flashing and damp-proofing shall be installed at all critical points for the protection of exterior walls and roofs; and
3. Weather proofings shall be accomplished in a manner consistent with the architectural and historical motif of the structure.

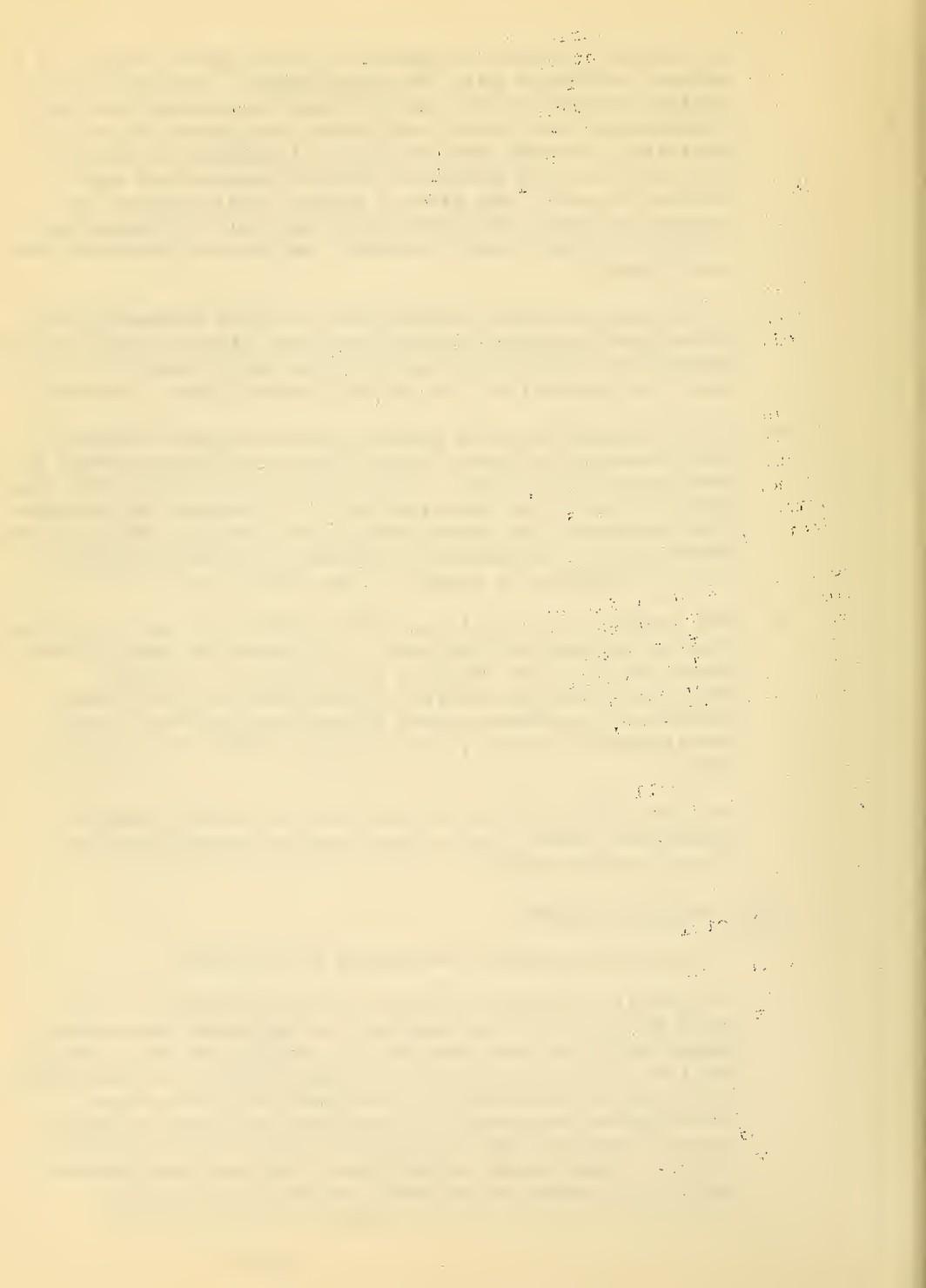
H. Exterior Facades and Roofs

1. All appropriate facades of the building shall be rehabilitated or brought up to a standard acceptable to the Boston Redevelopment Authority which is compatible with the architecture of the Government Center area.

2. In general, exterior facades are to be rehabilitated in a manner consistent with the architectural tradition and stylistic motif of the area without detracting from the contemporary and future usefulness and soundness of the building. Whereas the existing building may represent the accretions of several different occupancies and cultural epochs, the altered design should choose and articulate some consistent architectural interpretation of the building's past, present, and future functions and conditions.
3. No air-conditioning, ventilating or other mechanical or electrical equipment, except lighting fixtures may project beyond the masonry face of exterior walls except by specific approval of the Boston Redevelopment Authority.
4. All non-functioning or non-useable mechanical equipment (and housing for same), vents, flues and chimney shall be demolished and removed. The only new structure above the present room to be permitted will be housings for mechanical equipment and these must be of a design, detail, size material and workmanship in harmony with the historical and/or contemporary motifs of the building.
5. The height of the building shall remain the same as at the time of approval of the Plan. All roofs and roof structures visible from streets, open spaces, or nearby buildings shall be repaired or replaced with matching design and materials and/or finish appropriate to the - architectural history, and stylistic motif of the structure.
6. No fire escapes shall be permitted on facades fronting Government Center Plaza, State Street, Court Street or Faneuil Hall Square.

I. Signs and Advertising

1. No flashing electrical signs may be used; and
2. In general, all other controls and restrictions of the - Urban Renewal Plan pertaining to fixed signs and advertising apply to these buildings. Exceptiins for special heraldic devices and symbols, hanging signs, or mechanical signs may be submitted to and approved by the Boston Redevelopment Authority if these can be shown to relate to the historical traditions of which the building is a symbol. Fixed signs, advertising, and heraldic devices shall be Approved on the basis of the entire facade structures, rather than for individual occupancies.



J. Storage Requirements

No open air storage, temporary or permanent, of materials for use in or refuse from buildings designated for rehabilitation shall be permitted on Government Center Plaza or Faneuil Hall Square frontages.

K. Parking

No open parking will be permitted

L. Codes and Ordinances

The building shall comply with all applicable codes and ordinances of the City of Boston.

SECTION 405: SPECIFIC STANDARDS AND PROCEDURES FOR REHABILITATION

In addition to the General Standards for Rehabilitation set forth above under Section 404, the following standards and procedures are applicable to specific buildings:

A. Block 141, Parcels 1, 4, and 5 (The Sears Building)

The Sears Building is proposed for rehabilitation in order to preserve it as an historic and architectural landmark. However, if after a period of 9 months from the approval of the Plan by the City Council, a feasible proposal for the rehabilitation of this property in accordance with such standards has not been approved by the Authority, or if, after a period of 15 months from said approval date a disposition agreement providing for such rehabilitation has not been executed, the property will be cleared and made available for uses as provided for Parcel 10 under Section 302 (B) hereof. Specific standards and controls are as follows:

- 1. Permitted Uses:** This parcel shall be devoted to general office uses.
- 2. Interior Remodelling and Spatial Arrangement:**
Interior partitions, corridors, and vertical circulation elements shall be re-arranged as required to suit the uses intended, except that the internal subdivision of space shall in no way destroy the external effect of small scale rhythm of wall openings. Subdivision of the ground floor shall preserve the potential for a number of tenants and entrances on that level.
- 3. Structural Standards:** Such structural improvements shall not be allowed to alter the intrinsic architectural qualities of the northern facade facing Government Center Plaza; columns and structural millions on the ground floor northern facade should be clarified as a system in such a way as to improve the small-scale rhythm. This work shall take care to relate the rehabilitated appearance of structural members to the traditions of the building, recognizing that the existing system before rehabilitation is an accumulation of several architectural epochs.



4. Exterior Facade and Roof:

- a. All exterior walls shall be of materials consistent with the architectural traditions and stylistic motif of the building. If the rear facade (southern) is to be left exposed, it shall be rehabilitated in a condition of similar quality to that predominating on the northern facade;
- b. All architectural details and wall-opening frames associated with exterior windows, doors, other wall openings, cornices, parapets, chimneys, dormers, stoops, rails, and balconies shall be rehabilitated consistently throughout the building in respect to the use of similar materials and styles, and this rehabilitation shall relate to the architectural traditions and stylistic motif of the structure. Any alteration in the location and sizes of exterior wall openings shall be made with a careful effort to preserve the traditional scale and rhythms of the facade;
- c. Rehabilitated infillings of all wall openings including window sash and lights, doors, and other details shall be consistent materials and style throughout the upper floors, designed to suit the intended uses of these floors and to sensitively relate to the historical motif. Window sash and lights, doors, and other infillings of wall openings on the ground-floor shall relate to the different occupancies, but the organization of the whole length of the ground-floor facade shall meet an approved standard of harmony in respect to materials, colors, detail, scale and style of elements;
- d. If the rear (southern) facade of the building is left exposed to view, existing structures for required egress shall be replaced with fire escapes or fire towers of materials harmoniously related to the dominant materials and stylistic character of the building, thus rendering the rear facade attractive from all points of view.
- e. None of these controls and restrictions shall be construed as permitting such refurbishing of exterior facades as to bely the age and traditions of the building. Any work of cleaning, re-pointing of masonry, painting, or introduction of materials should take care to express the fact of the building's age and historical associations.



5. Storage Requirements

No open air storage, temporary or permanent, of materials for use in or refuse from Parcel 10 shall be permitted on Franklin Avenue or Franklin Avenue frontage.

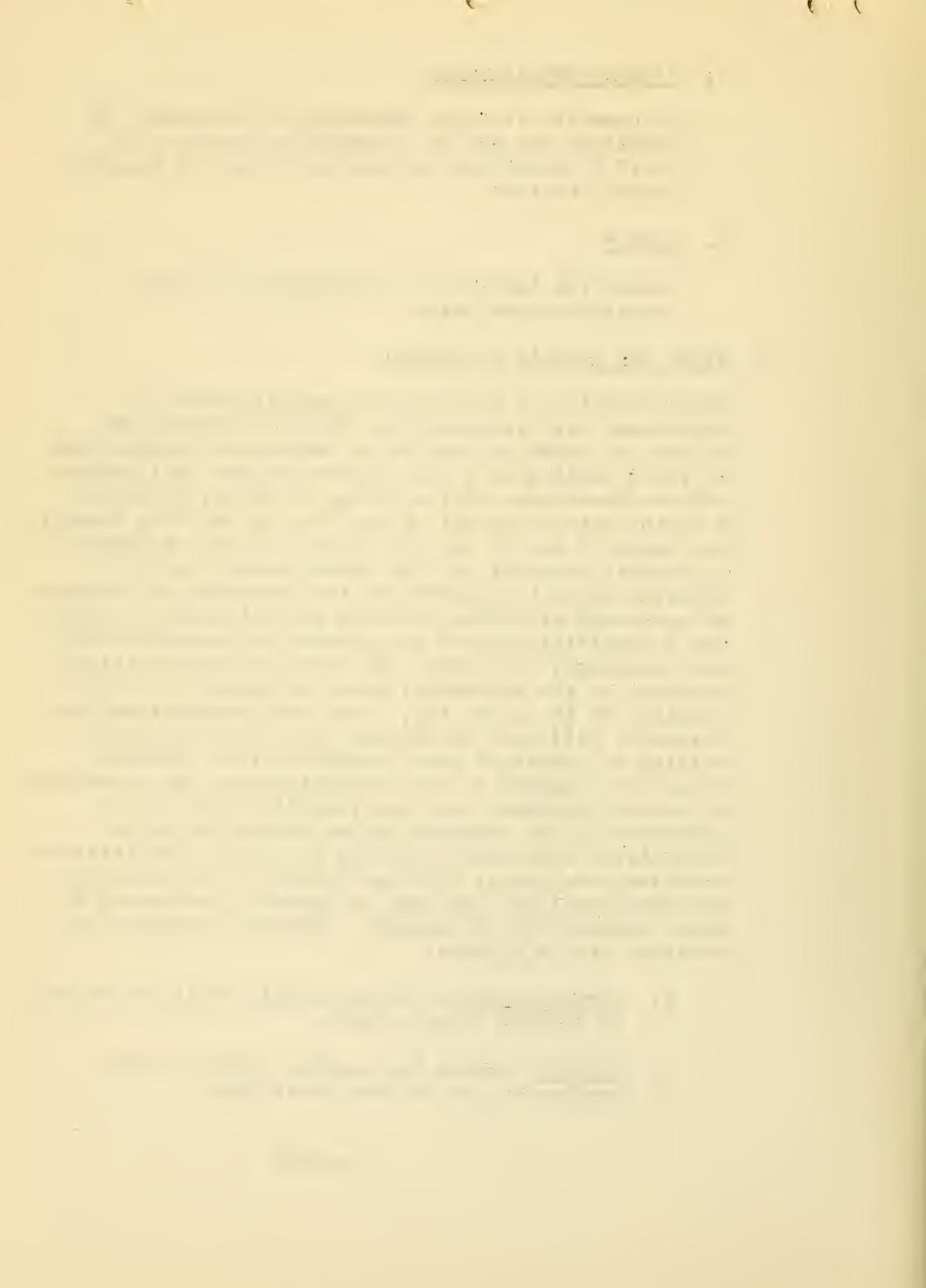
6. Access

Access for loading and parking shall be from Franklin Avenue only.

B. Block 98, Parcels 1, 5 and 6

These parcels are proposed for rehabilitation in accordance with standards set forth in Section 404 hereof, in order to provide an environment appropriate to their setting as a link between Faneuil Hall Square and the Government Center Plaza. However, if within 9 months after approval of the Plan by the City Council, any owner of any of the said parcels does not present a feasible proposal for the rehabilitation of his property which is approved by the Authority and execute an agreement providing for such rehabilitation; or if the rehabilitation does not proceed in accordance with such agreement and within the time periods specified therefor in the Agreement, then the property will be acquired by the Authority. Upon such acquisition, the Authority will seek to dispose of it to a purchaser willing to undertake such rehabilitation. However, if within 9 months of such acquisition by the Authority, a feasible proposal for such rehabilitation is not presented to and approved by the Authority, and a disposition agreement providing for such rehabilitation executed, the parcel will be cleared by the Authority and made available for uses as provided for Parcel 14 under Section 302 (B) hereof. Specific standards and controls are as follows:

1. Permitted Uses: These parcels shall be devoted to general business uses.
2. Access: Access for loading shall be from Merchant's Row or Corn Court only.



CHAPTER VII: REDEVELOPER'S OBLIGATIONS

SECTION 701: DESIGN CONTROLS

Redevelopment and rehabilitation of land in the Project Area shall be made subject to the regulations and controls specified in this Plan. The purpose of such regulations and controls is to assure the renewal of the Area will conform to the planning and design objectives of the Urban Renewal Plan. It is therefore the obligation of all redevelopers not only to comply with these controls but also to familiarize themselves with the overall Urban Renewal Plan and to prepare development or rehabilitation proposals which are in harmony with the Plan. All such proposals will be subject to design review, comment and approval by the Boston Redevelopment Authority prior to land disposition and prior to commencement of construction. In addition to assuring compliance with the specific controls set forth in Chapter III, the Authority will evaluate the quality and appropriateness of proposed development with reference to the general design considerations set forth in Chapter II.

SECTION 702: OBLIGATION TO BUILD

The redeveloper will be obliged, under the terms of the disposition instrument, to carry out certain specified improvements, in accordance with the Urban Renewal Plan, within a reasonable period of time as set forth in the instrument.

SECTION 703: DISPOSITION OF PROPERTY BY REDEVELOPER

The redeveloper will not be permitted to dispose of property until the improvements are completed without the prior written consent of the Boston Redevelopment Authority, which consent will not be granted except under conditions that will prevent speculation and protect the interests of the City of Boston and the Boston Redevelopment Authority.

CHAPTER IX: PROVISION FOR MODIFICATION AND TERMINATION

SECTION 901: MODIFICATION

The Urban Renewal Plan may be modified at any time by the Boston Redevelopment Authority provided that, if the general requirements, controls, or restrictions applicable to any part of the Project Area shall be modified after the lease or sale of such part, the modification is consented to by the redeveloper of such part, his successor or assigns. Where the proposed modification will substantially change the Plan, the modification must be approved by the Boston City Council and the State Division of Urban and Industrial Renewal.

SECTION 902: TERMINATION

This Urban Renewal Plan shall be in full force and effect for a period of forty (40) years from the date of approval of the Plan by the City Council of the City of Boston.

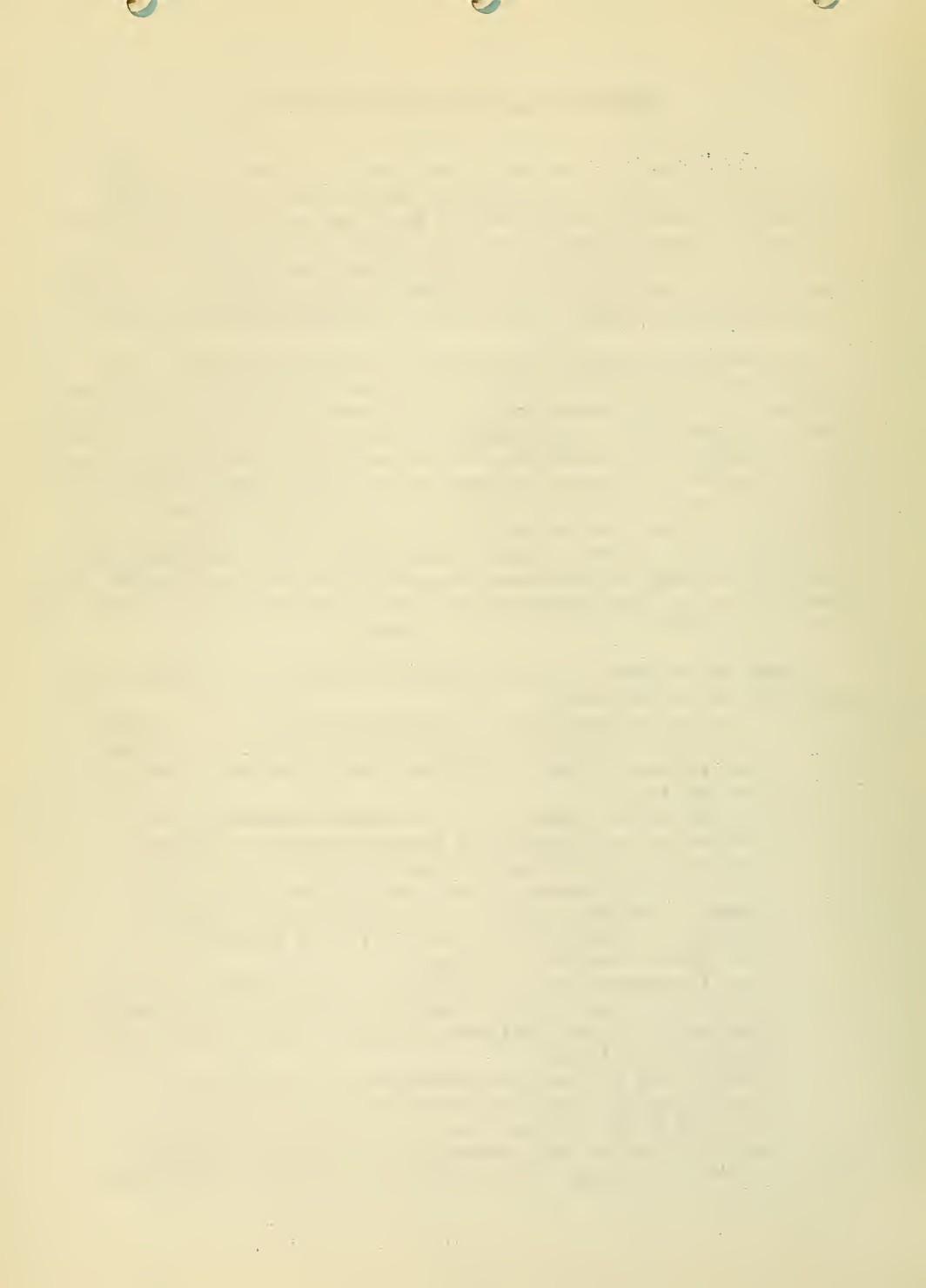
PROGRAM FOR THE DESIGN OF PARCEL 10

The inclusion of the Sears Crescent in Parcel 10 reflects the Authority's policy to preserve the best of Boston's past by retaining those buildings which best reflect the history and architectural character of the City. The rehabilitation of this historically significant building and its integration with a new adjacent building will provide a unique physical joining of the old with the new, the historic with the contemporary.

The design of Parcel 10 presents a unique challenge, not only because of the historical significance of the Sears Crescent building, but also because of the prominent location it enjoys in relation to the total development of Government Center. Because of the Crescent's close proximity to the new Government Center M.B.T.A. subway station, the new Government Center development will generate paths of pedestrian circulation in front of the building at the Cornhill frontage, leading past the New City Hall, Faneuil Hall and linking with the Waterfront Developments. In addition, the prominent exposure of the Sears facade to the new major urban space being created by Government Center Plaza requires that, in all aspects it must complement and enhance this space.

Other points which should be kept in mind by developers and architects are as follows:

1. To provide functional continuity, and to preserve the historic traditions of the Sears Crescent, bookshops and related trades should be encouraged to locate in the building.
2. If the Sears Crescent is developed separately, the developer must provide a basement easement access through his building so that vehicular service to the new development along Court Street can be made from a vehicular service area under what is now Cornhill Street and connecting to the basement of the Sears Crescent Building.
3. Development of the new building along Court Street must be done in such a way as to make a pleasing and complementary architectural transition to the existing Sears Crescent building.
4. Because of the age and character of the design of the building, the rehabilitation work must be handled with extreme care, so that all of the work acts to retain the essence of the original character of the building. Materials used for the rehabilitation



must be appropriate to the original character of the building and to the major materials contemplated for use in the Government Center project area.

Materials, scale and general architectural character of new building development in Parcel 10 must also be sensitively handled in order to create, in contemporary terms, the high level of design quality contained in the original Sears Crescent design.

5. Since the roof(s) of the Parcel 10 development will be exposed to and visible from a number of the new tall buildings to be constructed in the Government Center project area, it is important that the final appearance of the roof(s) be carefully studied. All non-functioning and non-useable mechanical equipments and housings, vents, flues and chimneys should be removed. Any new roof elements necessitated by interior mechanical work (plumbing stacks, vents, elevator penthouses, air-conditioning cooling towers, etc.) must be carefully organized and screened so as to present an orderly, discreet pattern of roofscape.
6. Because of its unique historical importance, all aspects of the work undertaken in connection with development of Parcel 10 will be subject to intensive design review by the staff of the Boston Redevelopment Authority and the Design Advisory Committee to insure that the development is, in all ways, a complement to the existing architecture. All aspects of exterior appearance, and particularly details of signs or lighting (including night lighting) are specifically subject to design review, approval and acceptance before they can be incorporated into the final design drawings.
7. Developers are encouraged to consider the accommodation of activities which will contribute to the enhancement of leisure and night time uses, specifically restaurants, coffee shops, and similar facilities.

THE DESIGN REVIEW PROCESS

The design review process for Parcel 10 will consist of periodic review and comment by the Authority on architectural plans submitted at various stages of their development. The purposes of the process are several:

1. To review the Design Proposal submitted by the developer or developers in terms of the criteria set forth in Policies for the Disposition of Parcel 10.
2. To assure that the development of plans and working drawings is in conformance with the objectives of the Urban Renewal Plan for the project area and the Parcel 10 design objectives.
3. To assure that the further development of plans and working drawings is in substantial conformance with the Design Proposal in terms of the recommendations made by the Authority's Design Review Staff and Design Advisory Committee.*
4. To assure that refinements, further improvements and new details developed in the later design stages continue to conform to the objectives for the parcel.
5. To assure coordination of the developer's proposal with the improvements scheduled on contiguous parcels or contiguous public rights-of-way.
6. Where possible, to assist the developer and his architect in gaining approvals of City agencies.

* The Design Advisory Committee consists of five of the City's most outstanding architects who review plans for all buildings in the project area and report on their architectural merit.

Members are: Hugh Stubbins, FAIA, Vice President, American Institute of Architects and Chairman of the Design Advisory Committee;
Pietro Belluschi, FAIA, Dean of the School of Architecture and Planning at MIT;
Jose Luis Sert, Dean of the School of Graduate Design, Harvard University;
Lawrence Anderson, Director of the School of Architecture at MIT;
Nelson Aldrich, Principal of firm of Campbell, Aldrich & Nulty



Since it is in the best interest of both the Authority and the developer to be apprised of each other's concerns, and since several developers and their architects are likely to be involved in the development of the Parcel, close liaison with the BRA Staff is required. In order to prevent the process from becoming burdensome to any of the parties involved, the contacts should generally be informal and only when one party or the other deems them necessary. In addition to such informal meetings, the BRA Design Staff will meet periodically with prospective developers and their architects to discuss the development of preliminary concepts and to assure themselves that the various portions of the work are being developed harmoniously throughout the design process.

Following designation of a developer or developers for Parcel 10, the formal points of review shall be as follows:

1. Submission of final preliminaries and outline specifications consisting of at least the following (scale may be the same to be used in working drawings):
 - a. Site and landscaping plan 1" = 40'
 - b. Floor plans of all non-typical levels 1/8"=1'-0"
 - c. Typical floor plan, if any " "
 - d. Roof Plan " "
 - e. All elevations, including any signs 1/8"=1'-0"
 - f. Typical sections at 1/4"-1' or larger

- g. Typical exterior horizontal and vertical wall sections through one floor at 1"=1'0" or larger
- h. Two perspectives, one taken from City Hall Plaza, and one taken from Court Street.
- i. Any other drawings necessary to understanding the proposal

NOTE: All of the above requirements must clearly indicate proposed materials for site, exterior of building, and public spaces.

- j. Cutline specifications
 - k. Samples of principal exterior materials for building and site, together with color samples for exterior finish
 - l. Model of proposal at 1/8" = 1'0"
 - m. Preliminary schematics of art proposals and drawings indicating their relationship to the architectural and site design proposals. Estimate of cost of various items in art budget. The proposed use of art shall be reflected as appropriate in requirements a. through i. above.
- 2. a. Submission of final working drawings, specifications, and samples of materials and colors.
 - b. Pre-execution drawings, casts, models, mock-ups, or other descriptive material as appropriate to the proposals for art work, together with final cost estimates. If works of art are not ready for execution at this stage, they shall be reviewed whenever ready for execution and in any event before construction or fabrication begins.

Any important changes in the approach of the redeveloper and his architect at any stage, including major change orders during construction, should be reviewed with the Authority's design review staff before substantial expenditures of time or money are made.

The procedure for the review and approval of the submission of both the final preliminaries and the final working drawings is detailed in the Letter of Intent and Land Disposition Agreement to be executed between the parties. It involves the prompt review by various Authority departments, including architectural design, traffic, legal, and engineering. It will also include judgments by the Design Advisory Committee. These parties shall give their approvals and/or comments to the Development Administrator. The Authority will give its approval at the two formal submission stages above after considering the formal recommendation of the Development Administrator. In each case, Board approval is required before the next design stage is begun.

If the Authority does not approve the formal submissions, it shall so notify the developer and his architect in writing, setting forth in detail any grounds for disapproval.

Once the final working drawings and specifications have been approved and construction started, the only items that would be subject of the design review process would be requests for change orders in the construction and final submissions of works of art proposals before execution.

The staff member of the Authority responsible for maintaining liaison with the developer and his architect on architectural matters, and also primarily responsible for the execution of the purposes of the design review process set forth above, will be the Director of Design Review and/or Members of his Staff.

All requests for informal design reviews and consultations shall be made through the Director of Design Review. Formal submissions shall be made to the Authority through the Development Administrator.



HOUSING AND HOME FINANCE AGENCY
URBAN RENEWAL ADMINISTRATION
WASHINGTON 25, D. C.

August 20, 1962

LOCAL PUBLIC AGENCY LETTER NO. 249

SUBJECT: Design in Urban Renewal

The attached statement, Design in Urban Renewal, sets forth the URA position that high-quality design is a basic objective of the urban renewal program, and outlines the actions which LPA's can take to achieve quality design in urban renewal areas.

We intend to provide further guidance for achieving this essential objective through the issuance of pertinent publications which will expand on ways and means by which LPA's can implement the actions set forth in this statement.

This statement indicates, as one type of action in achieving the objective of high-quality design, that provisions for LPA review and approval of redevelopers' proposals from a design viewpoint, and any design objectives to be used as criteria for this review, may be incorporated either in the Urban Renewal Plan or in supplementary documents prepared later as part of the disposition process. In the event of this latter alternative, the provisions and criteria for LPA review and approval of redevelopers' proposals from a design viewpoint shall be included in the proposed forms of disposition agreements submitted for HHFA concurrence and must be consistent with the controls in the Urban Renewal Plan. In addition, fair value of land for purposes of disposition must be determined solely on the basis of controls in the Plan, and the appraisers must be instructed to disregard any design objectives or criteria not contained in the Plan.

I personally urge that each LPA seize every opportunity to encourage high-quality design in urban renewal. We now have the means for achieving this objective on an unprecedented scale, and the quality of our design will be reflected in renewed urban areas for many years to come.

(Sgd.) William L. Slayton

William L. Slayton
Urban Renewal Commissioner

DESIGN IN URBAN RENEWALPURPOSE OF DESIGN IN URBAN RENEWAL

Urban renewal provides an unprecedented opportunity to rebuild major parts of our cities. Well-designed, these can become great assets--functionally and esthetically. But if these areas are poorly designed, rebuilt in uninteresting and unproductive patterns, a basic purpose for the expenditure of public funds and public effort will be lost.

Good design is more than pleasing appearance. Its human, economic, and functional aspects are crucial. Through good architecture, landscape architecture, and city planning design--urban renewal design includes them all--handsome and useful buildings and spaces, creating whole areas with character and utility, express and make possible the significant purposes of urban renewal.

Good design is its own best justification. Urban renewal can help build great American cities--beautiful, well-conceived, rewarding to live in.

Good design produces a useful and expressive setting for community life. Urban renewal design is a social art. It is the art of building a humane city environment, one developed in the best interests of the people who will use it.

Good design is good investment. Urban renewal design is a functional art. It builds in, right from the start, adaptability, utility, long life, and competitive advantage.

Much good design has been accomplished in urban renewal. It is proven as a useful factor in project planning and execution. It is possible to give some guidelines, based on experience, so that all cities may insist on good design as a measure of quality in urban renewal.

ACTION TO PROMOTE GOOD DESIGN

Action to promote good design may be taken throughout the urban renewal process--prior to and during preparation of the Urban Renewal Plan and during the course of project execution. This action should be based on design services and studies performed by skilled design professionals. Outlined below are some specific procedural measurers which can be taken. But, ultimately, achieving good design depends upon more than procedures and official actions. It requires local support which understands and values functional, well-conceived, and esthetically satisfying urban environment.

ACTION DURING PROJECT PLANNING

Design values are involved from the earliest beginnings of project planning. The decisions made in selecting a project area, defining its boundaries, and working up the Urban Renewal Plan will substantially shape the design possibilities of the finally completed project. Good design may depend upon these early actions.

Selection and Treatment of Project Areas

Selection of the urban renewal project area and project boundaries and the type of treatment to be applied have a marked influence on design possibilities. This is self-evident in conservation areas where existing buildings and streets will in large part remain. In the case of redevelopment, these preliminary actions establish such design determinants as suitability for high or low intensity of development, and initial conditions of topography, city services, and relationships to adjoining parts of the city. Boundaries are particularly significant; in their choice the project can be made to blend in with, or stand apart from, its adjoining neighborhoods.

The Urban Renewal Plan

Basic design framework is established in the Urban Renewal Plan; therefore, design studies should guide its preparation. The major design aspects of the Plan are:

1. Land use, thoroughfare and street rights-of-way, location and functions of public uses and open spaces, intensities of proposed development, and delineation of conservation and redevelopment areas.
2. Regulations and controls to be imposed on sale, lease, or retention of real property acquired.
3. The way major highway programs are coordinated with the Urban Renewal Plan.

Altogether these set a framework for design which, in its specifics, will depend upon the project characteristics and the extent of design studies undertaken during planning. In addition, the Urban Renewal Plan may incorporate procedures for more positive design control through review and approval of redevelopers' proposals.

Design plans and design objectives developed during project planning can also be an informal guide to later actions. Where disposition will be accomplished in many separate parcels, design plans and objectives provide a means by which the LPA can achieve overall design coordination. In conservation areas, design plans and design objectives may be used to insure overall design coordination and compatibility of old and new. Design objectives which are to be used as criteria in review and approval of redevelopers' proposals may be either incorporated in the Urban Renewal Plan or deferred until disposition documents are developed.

ACTION DURING PROJECT EXECUTION

Successful design is measured by the quality of the end result. Design action, therefore, must continue through the project execution phase. From this standpoint, the main aspects of project execution are:

1. Project improvements, engineering, and site improvement work.
2. Rehabilitation and conservation activities.
3. Land disposition methods.
4. Review and approval of redevelopers' proposals.

Project Improvements, Engineering, and Site Improvement Work

All project improvements contribute to the design of the urban renewal area. Specific design study may be usefully applied to the following categories of work:

1. Public rights-of-way:
 - a. Streets and sidewalks, underpasses and overpasses, bridges, and retaining walls. Design study should be carried on in close collaboration with the required engineering work and design proposals incorporated in engineering plans.
 - b. Street furniture, including lighting and signs.
 - c. Street tree planting and landscaping plans.
2. Local parks and playgrounds:
 - a. Basic layout and planning.

- . b. Land form, planting, and other landscaping plans.
- . c. Park and playground equipment and furniture, including benches, play equipment, fencing, lighting, and signs,
- 3. Rough grading where required to make land disposable for proposed uses.

In addition, the opportunity provided by urban renewal to place utilities underground should be seized whenever possible.

Rehabilitation and Conservation Activities

Design work during project execution is the principal technique available for assuring the required long-range vitality, character, and stability of conservation areas. This fact is recognized in explicit provisions of the Urban Renewal Manual as follows:

1. Architectural consultants may provide general guidance to property owners in solving common design problems and in coordinating property improvements block by block.
2. Design advice may be offered to assist owners in improving their properties.
3. Complete design services may be included as required for functional and esthetic improvements of public rights-of-way.
4. Rehabilitation demonstrations provide an important design opportunity through coordinated architecture, project improvement, and landscape design.

In addition, to the extent not covered in project planning, attention should be focused on the following:

1. Overall urban design of the entire conservation area. Design elements involved include the architectural quality of buildings, the character of open space and streets, and the problems of compatibility between old and new.

These overall design considerations should guide the work done under the four Manual provisions listed above and Items 2 and 3.

2. Guides or objectives for design of facilities for public use.

3. Guides or objectives for design of spot redevelopment which may be crucial to survival and stability of conservation areas.

Land Disposition Methods

Land disposition methods and processes have an important bearing on project design. Among the opportunities to bring disposition practices into play for the benefit of design, there are three most useful approaches:

1. Design considerations should be one of the most important factors in making determinations in a negotiated disposition.
2. Design as an important renewal objective may lead in certain cases to disposition through fixed price offerings which can make design quality the basis for award of the land. In this approach, the price is based on permitted use of land, private developers submit design proposals, and the LPA awards the land to the one submitting the best proposal. Competition requirements should assure that submissions are kept appropriately modest and that undue burdens are not placed on competitors.
3. Where property is disposed of on the basis of price competition, it is desirable to establish procedures for subsequent design review and approval of the successful redeveloper's proposals.

Review and Approval of Developers' Proposals

Design review and approval of developers' proposals, as a condition to be imposed on sale or lease of land, may be called for either in the Urban Renewal Plan or in supplementary documents prepared later as part of the disposition process. The basis for approval or disapproval should be made as explicit as possible in stated design objectives.

Room for creative individuality in design should be kept open in the statement of objectives. Design plans and other studies undertaken as a basis for formulating objectives may become an informal guide for the review process.

Review boards or panels established to advise the LPA on the design merits of developers' proposals should be composed of qualified design and planning professionals and development experts. The public interest is best protected by having the boards made up of the best trained and most highly skilled and experienced personnel.

DESIGN STUDIES AS A BASIS FOR ACTION

Design studies appropriate to an urban renewal project will vary widely, depending upon the characteristics of the particular case and available resources. At minimum, they should include advisory opinions from design professionals, either on the LPA staff or consultant to it, covering the following essentials:

1. Design possibilities of the project area and its appropriate boundaries.
2. Design aspects of the Urban Renewal Plan.
3. Specific recommendations on the extent and type of controls and regulations to be established in the Urban Renewal Plan and on provisions for design review of redevelopers' proposals to be incorporated either in the Plan or in subsequent disposition documents.
4. Implementation of good design during project execution through project improvements, conservation activities, land disposition, and review and approval of plans.

Additional design studies may include:

1. Survey and analysis of existing design conditions, including architectural and historical analysis of utilization and design of existing open spaces and streets. These studies are particularly useful in conservation areas. In redevelopment areas, these studies can contribute to decisions on existing features to be retained.
2. Studies of the architectural and urban design possibilities of relating new development to existing buildings, open spaces, and streets.
3. Consideration of special problems where their design solution can contribute significantly to project goals.
4. Preparation of alternative design schemes and their comparative analysis, including evaluation of alternative costs, benefits, and revenues.
5. Preparation of design objectives as a basis for development controls and regulations to be incorporated in the Urban Renewal Plan or as criteria to be used in design review and approval of redevelopers' proposals. Design objectives are general definitions of the goals to be sought in project design. They may include questions of

harmony, blending, or contrast with existing and surrounding development; types of open space and circulation planning; recommended types of neighborhood design and land design; performance standards; and, in certain cases, architectural controls.

6. Design plans specifically prepared for the project area. These plans deal with the potential development of the project area and with its relationship to the surrounding city. The nature of the project and its particular technical and functional requirements determine the possibilities. Design plans outline those aspects essential to a practical and well-designed result. Work undertaken in connection with their preparation must relate significantly to specific design needs of the project.

These plans are neither construction plans nor are they part of the Urban Renewal Plan. Rather they are used by the LPA as a basis for the controls and regulations to be incorporated in the Plan, as a graphic statement of design objectives, and as a guide and generator for later actions during execution and redevelopment. While design plans are only informally related to the official documents, much experience has proven their value in promoting good design.

DESIGN SERVICES

URBAN RENEWAL DESIGN SKILLS AND SERVICES

Design services and design studies are serious and responsible work. They require the highest professional skill and experience in architecture, landscape architecture, city planning design, and urban design. The LPA should choose staff and consultant designers with great care to assure that their skills are appropriate to the work at hand and the needs of the particular project. Poor design work may be much worse than simply taking a chance on the results produced without formal attention to design.

It is most important to distinguish design plans from promotional visualizations and "artists' conceptions" of project appearance. Sketches, models, renderings, and plan drawings are simply ways of illustrating a design. Design plans, in contrast, are realistic proposals dealing with the most essential aspects of design in a given situation. They should be based on the skills of programming, analysis, schematic design, and construction know-how characteristic of the various design professions.

LOCAL DESIGN RESOURCES

The architects, landscape architects, and city planning and urban designers in the locality can sometimes render informal assistance to the LPA, either as individuals or jointly through the local chapters of the national professional design associations. Voluntary advisory help may be especially valuable in giving general advice, evaluating design controls, and identifying important design opportunities and strategies.

Some nonprofessional groups may also make contributions. Among these are historical societies and groups organized for the preservation of architectural and historical landmarks. They may contribute to design surveys of existing conditions, to decisions as to what can and should be saved, and to the solution of certain types of conservation problems.



WORKS OF ART IN REDEVELOPMENT PARCELS

Section 302 (j) of BRA disposition agreements require that works of art be incorporated in all site developments. This statement has been prepared as a further guide to interested developers.

Works of art can and should support the architectural concept, including functional, structural, and aesthetic objectives and treatments, of the building and its site. Artist and architect are encouraged to explore the many possibilities for harmonious and purposeful collaboration between the two professions. They can find opportunities here to enrich the project at an intimate scale with that which the machine cannot provide. The architect is encouraged to use the works of artists in many different ways and places, including a range of possibilities--from the enjoyment of the public on the exterior of the building or on its grounds, to the more direct visual delight of those who use the building in a variety of spaces within it. At any scale, there is a broad opportunity and specific challenge here to further the idea that art, architecture, and urban development have a basic relationship.

Planning of a Program for Works of Art

The artist (s) work may be attached to or integral with the structure or site, or be free-standing, and be of a design and materials suitable for the purpose and location, so as to afford reasonable resistance to conditions of exposure, vandalism or theft; works of art should be of such a nature as to provide maximum pleasure to the tenants of the building or the viewer from the street. Works of art must be of a nature that they will be a permanent part of the building or its site.

Included Types of Art

The following examples of what is meant by "works of art" are not meant to be exclusive, but rather illustrative of the kinds of work that would satisfy the basic intent of this policy:

- ornamental walls and structural elements,
- sculpture, bas-relief, mosaics, frescos, murals, tapestries, or paintings,
- fountains which are in themselves sculptural or

designed to enhance the setting of sculpture,

-special lighting and dynamic effects,

-ornamental benches, pedestrian comforts, and street equipment,

-special exterior or interior spaces in which the total use of color, materials, lighting, sculptural relief, or other devices creates an effect predominantly dedicated to aesthetic enjoyment rather than utilitarian requirements.

In no sense are the works of art intended to be used as a substitute for outstanding architectural or landscape architectural design.

Selection of Artists

The final selection of the artists (s) is the responsibility of the architect, subject to the approval of the developer. It is to be understood that the artist is not ordinarily a member of an architect's, landscape architect's or engineer's staff. It is presumed that works of professional artists will be commissioned especially for the proposed redevelopment. The architect is encouraged to develop an early working relationship with the artist (s), in order to incorporate the results of their collaboration into the preliminary plans and outline specifications.

Reviews and Approvals

The specific scope and sequence of reviews shall be determined by the Authority in relation to each redevelopment proposal and the approach of the redeveloper to satisfying the intent of this policy.

As soon as possible after selection of the developer, the developer and his architect shall submit a general program for the employment of art in the development, including names and backgrounds of proposed artists, illustrations of typical past work, types and location of art to be used, budget allocation, and statement indicating how the work will support and enhance the architectural and site design proposals.

Subsequent submission and review procedures are set forth under the Design Review Process elsewhere in this kit.



GUIDE TO OTHER APPROVALS, CODES & ORDINANCES

The developer has the responsibility of making certain that the proposed development meets all local codes and ordinances and the requirements of law in every respect. The most important of these requirements, as well as procedures with respect thereto, are detailed below:

A. Zoning

The controls for Parcel 10 have been established to conform insofar as possible to the new zoning code for Boston, which went into effect on January 1, 1965. However, the controls contemplate loading in the service street under Cornhill, which may represent "on-street" loading within the meaning of the Zoning Code. Since the code requires off-street loading, a variance will be required.

It is believed that no further variances or amendments will be necessary. If for any reason this should not be the case, recourse would be available in the normal way by applying for a variance or amendment to the Zoning Code.

In applying for a building permit for the new structure, the application will be reviewed by a zoning administrator in building department. If the proposal should be found to be in violation of applicable zoning requirements, it may be permitted as a variance (use in violation of the Zoning Code, but deemed acceptable by the Zoning Board of Appeal). Amendments to the Zoning Code are made by public hearing before the Zoning Commission with a 20-day advisement period before filing a report. Under the new zoning ordinance, applications for variances are to be referred by the Zoning Commission to the Boston Redevelopment Authority for opinion. In the case of the loading variance referred to above, the BRA will support the developer's application for the variance.

B. Building Department

Before the Building Department will accept construction and plot plans prerequisite to the issuance of a building permit, the following is required:

1. Three complete sets of plans are submitted to the Boston Fire Department (BFD) at 115 Southampton Street. BFD reviews and returns two stamped sets, keeping one set for its records.
2. Plot plans require a registered surveyor's stamp.
3. Plans must have approval stamps from the Sewer and Water Division of the Public Works Department.

All plans must be accompanied by a formal "Long Form" application listing all the particulars of the new construction and proposed occupancy. The street numbering division will assign a street number, and the application is accepted, assigned a document number and the appropriate fees are paid.

Processing of the application within the Building Department is as follows:

1. Building inspector views construction site to determine if the property is the same as described in the formal application.
2. Plans are sent to the zoning administrator for his approval stamp.
3. The plan examiner assigned to the application submits the plans to the Egress Division for an "Approved Egress" stamp, and to the Mechanical Division for "Sprinkler Approval" stamp. Sometimes elevator or plumbing reviews and approvals are done at this time altho gh these are handled under a separate application, as are boilers and wiring.
4. The plan examiner then undertakes a comprehensive examination of the structural framing plans, elevations, and sections. General and special requirements for the group occupancy and type are reviewed. The architect is often asked to have his structural engineer bring in computations of loads, strength of materials, explanations of methods, etc. Under a new system the building inspector from the district is involved in the review of the plans before approval.
5. Deputy Building Commissioner receives the approved plans and examines the application to determine if a properly licensed builder has "signed on" to take charge of the job. Often a letter from a testing lab is required to insure quality control of methods and materials.

The present workload of the Building Department is such that an application for new construction could take a month to process. The operation may be expedited by observing the following:

1. Close reference to the Code for the structure type and group occupancy requirements.
2. Attention to the egress requirements, and if any doubt remains, a consultation with the Egress Division.
3. Insure that the architect and engineer have affixed their stamps to the plans.
4. Have a licensed builder "sign on" before submission.
5. Secure a foundation permit to proceed with that phase of construction.

C. Public Improvement Commission

The Public Improvement Commission is the municipal agency which formally lays out public rights-of-way. Such action by the Commission will be required for the proposed widening of Court Street as it abuts Parcel 10. Commission approval is also needed for any encroachment proposals. The BRA takes the responsibility for assuring Commission action as it relates to rights-of-way, and will assist in securing approvals for any proposals of the developer which are accepted by the BRA and require Commission action.

D. Urban Redevelopment Corporations

The provisions of Chapter 121-A are available to any developer who wishes to incorporate under that Chapter. Detailed information on Chapter 121-A is available from the Boston Redevelopment Authority.

LIST OF MAPS AND OTHER DOCUMENTS

1. Government Center Illustrative Site Plan
2. Plan of Government Center Plaza
3. Sears Crescent Perspective
4. Sears Crescent Floor Plans
5. Parcel 10 Utilities Plan
6. Section of Existing Building
7. Service Tunnel Map
8. Topographical Map
9. Property Line Map
10. Traffic Circulation Plan
11. View of Government Center Model (*in envelope*)
12. Land Disposition Agreement *at end of Vol.*

LETTER OF INTENT TO PROCEED
GOVERNMENT CENTER URBAN RENEWAL PROJECT
DISPOSITION PARCEL 10

Gentlemen:

(hereinafter called the "Redevelopers") hereby submit this Letter of Intent in connection with their proposal to develop the above-named parcel in the Government Center area, shown on the map attached hereto as Exhibit A.

If selected by the Boston Redevelopment Authority as developer for this parcel, the Developers hereby agree to accomplish the following:

1. We agree to rehabilitate the Sears Crescent Building and construct an adjacent new building of approximately _____ square feet gross floor area substantially in accordance with the Design Proposal for said parcel prepared by dated _____ and attached hereto as Exhibit B. We will utilize _____ as our architect. All construction shall conform to the Government Center Urban Renewal Plan.

2. We agree to pay a price of \$115,200 for the Sears Crescent, plus \$12.30 per square foot for the approximately 14,000 square feet of vacant land contained in the aforesaid Parcel, which price is subject to the concurrence of HHFA.

3. Upon acceptance by the Authority of this Letter of Intent we shall proceed immediately to the preparation of architectural drawings. Within 90 days after acceptance of this Letter of Intent by the Authority, we shall submit to the Authority final preliminary plans and outline specifications prepared by the architect and in conformity with the Urban Renewal Plan and the previously approved Design Proposal. The Authority will review and approve or disapprove such plans and specifications for such conformity and shall promptly notify us of its approval or disapproval in writing setting forth in detail any grounds for disapproval. If no grounds for disapproval are delivered to us within 30 days after submission or any resubmission as herein provided, such plans and specifications shall be deemed approved. In the event of a disapproval, we shall, within 30 days after receiving notice of such disapproval, resubmit the final preliminary plans and outline specifications altered to

meet the grounds of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedures herein above provided for an original submission until final preliminary plans and outline specifications shall be approved by the Authority; provided, however, that we shall submit plans and specifications which meet the requirements of this paragraph and the approval of the Authority within 5 months after acceptance of this Letter of Intent by the Authority.

4. We intend to adhere to the following schedule:

Time Periods

- As above - Submission of final preliminary plans and outline specifications.
- 30 days - Execution of Land Disposition Agreement, assuming BRA approval of final preliminary plans.
- 5 months - Submission of final working drawings and specifications.
- 30 days - Accept conveyance of Parcel 10 assuming BRA approval of final working drawings and specifications.
- 15 days - Commence Construction
- 18 months - Complete Construction

5. We will grant preference in the leasing of space in the buildings to former commercial occupants of the Government Center Project Area to the maximum extent practicable.

6. Upon acceptance by you of this Letter of Intent, we will promptly deliver to you a good faith deposit in the amount of \$50,000 in cash or other form acceptable to the Authority. This deposit shall be retained by the Authority as agreed liquidated damages, the exact amount of damages being difficult to ascertain, if we fail to execute the Land Disposition Agreement in accordance with the

terms of this Letter of Intent or if we fail to conform to the terms of this Letter of Intent; or the deposit shall be returned if the Authority is unable to proceed with the disposition. Interest on the deposit, if any, shall be our property, but the Authority shall not be under any obligation to invest or reinvest any deposit.

7. We agree to execute a Land Disposition Agreement substantially in the form of the agreement included in the Parcel 10 Developer's Kit.

8. We will cooperate with the staff of the Authority with respect to the architectural elements of the buildings to be rehabilitated and/or constructed, in order that the development may conform fully to the objectives of the Authority as set forth in the Urban Renewal Plan and the Parcel 10 Developer's Kit. We understand that the Authority has an interest in seeing that buildings are of attractive appearance and sturdy quality, and that our submission of drawings and specifications will be reviewed by the Authority for design values and quality of construction.

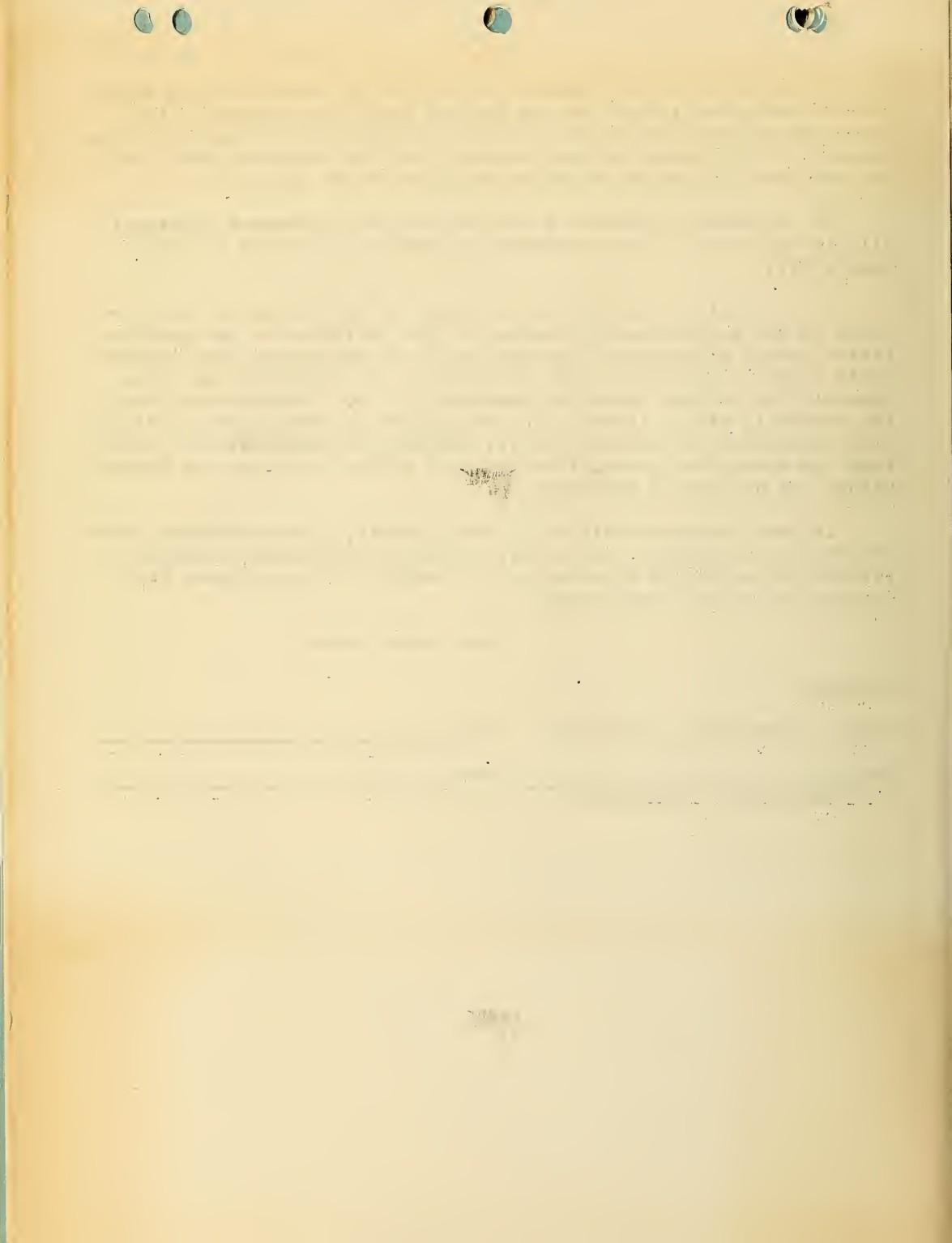
If the foregoing meets with your approval, please indicate below and return an executed copy to us, whereupon this Letter shall constitute our selection as developer of Parcel 10 in accordance with the conditions set forth above.

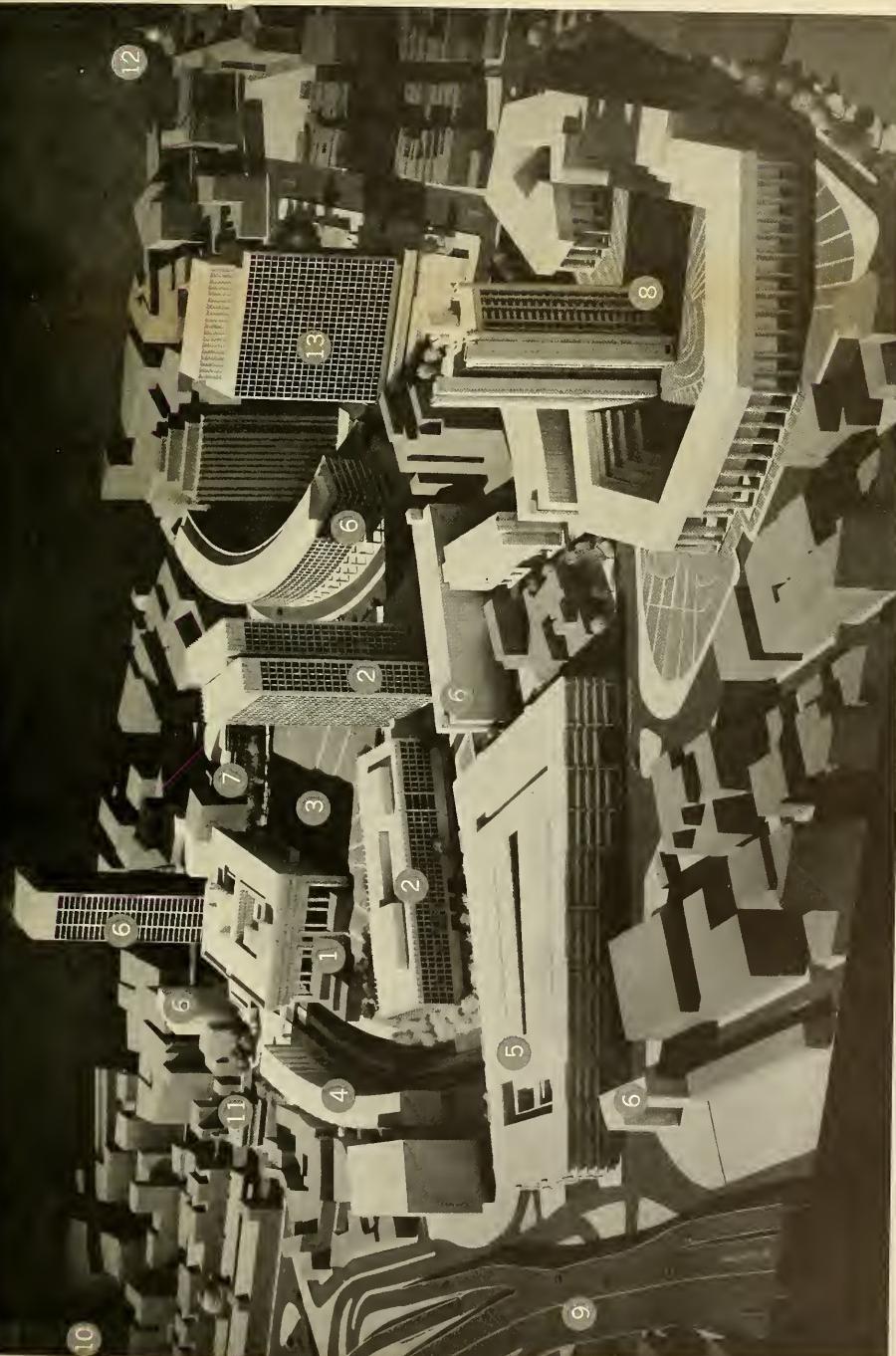
Very truly yours,

Accepted:

Boston Redevelopment Authority By: _____

By _____ Date: _____
Development Administrator





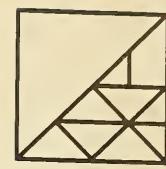
GOVERNMENT CENTER

Proposed New Construction in Project Area

- 1 City Hall (New)
- 2 Federal Building (New)
- 3 Government Center Plaza (New)
- 4 Parcel Seven
- 5 Parking Garage (New)
- 6 Private Office Buildings (New)
- 7 Sears Crescent (Rehabilitated)
- 8 State House
- 9 State Office Building (New)
- 10 Central Artery
- 11 Custom House Tower
- 12 Faneuil Hall
- 13 State Service Center (New)

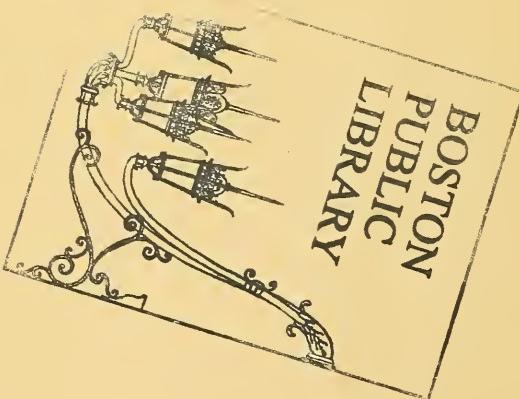
BOSTON REDEVELOPMENT AUTHORITY

**BOSTON
REDEVELOPMENT AUTHORITY**



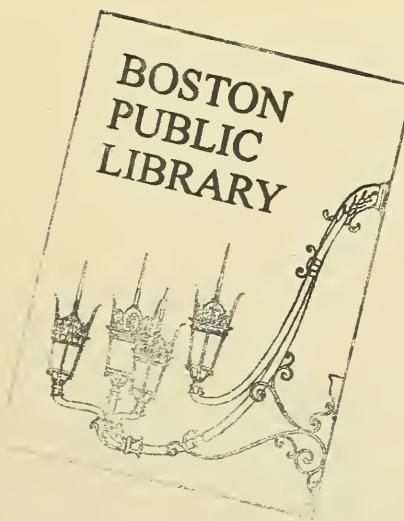
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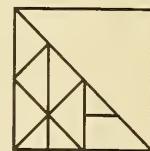


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BOSTON
REDEVELOPMENT
AUTHORITY



LAND
DISPOSITION
AGREEMENT

For Commercial Or Industrial Use

(Circa 1965)

BOSTON REDEVELOPMENT AUTHORITY

LAND DISPOSITION AGREEMENT

For Commercial or Industrial Use

THIS AGREEMENT, made and entered into the day of,
196 , by and between BOSTON REDEVELOPMENT AUTHORITY, and
.....

WHEREAS the parties hereto have agreed as follows:

ARTICLE I

DEFINITIONS

Section 101: Defined Terms

For the purposes of this Agreement, the following terms shall have the meanings, respectively, ascribed to them below:

(a) "City" shall mean the City of Boston, Massachusetts.

(b) "Authority" shall mean the Boston Redevelopment Authority, a public body politic and corporate, created pursuant to Chapter 121, Section 26QQ, of the Massachusetts General Laws (Ter. Ed.), as amended, and shall include any successor in interest, whether by act of a party of this Agreement or by operation of law or otherwise.

(c) "ReDeveloper" shall mean a corporation formed and existing pursuant to the laws of the State of, and having a place of business in and shall include any successor in interest or assign, whether by act of a party to this Agreement or by operation of law or otherwise.

(d) The "Property" refers to Parcel.. of the Urban Renewal Project Area, and shall mean that property shown on the Plan attached hereto as Exhibit A, together with the fee to the centerline of all abutting streets, proposed or existing, as shown on said Plan.

(e) "Plan" shall mean the Urban Renewal Plan adopted by the Authority on, approved by the City Council on, as it may be amended in accordance with the provisions

therein contained, which Plan as amended to the date hereof is on file in the office of the Authority and in the office of the Clerk of the City, and a copy of which, as amended to the date hereof, has been marked Exhibit B and delivered to the Redeveloper, and is made a part hereof. The "Term of the Plan" shall mean a period of 40 years commencing upon the approval of the Plan by the Boston City Council.

(f) "Design Proposal" shall mean the drawings, sketches and plans submitted to the Authority, showing the general plan, elevations, dimensions and character of the improvements to be erected on the Property by the Redeveloper, including the type, amount, distribution and area of the various uses on the Property, which Design Proposal was submitted to and approved by the Authority on and is on file at the office of the Authority.

(g) "Architect" shall mean the firm of acting pursuant to a contract for architectural services with respect to the improvements to be erected on the Property, a copy of which contract has been deposited with the Authority, which firm or contract shall not be changed without the prior written consent of the Authority.

(h) "Parcel" shall mean a portion of the Property which is conveyed or to be conveyed by means of a separate deed, or upon which a separate improvement is to be constructed.

(i) "HHFA" shall mean the Administrator of the Housing and Home Finance Agency of the U. S., or any officer duly authorized to act in his behalf.

(j) "Final Preliminary Plans and Outline Specifications" shall mean the site plans, floor plans, elevations and sections, outline specifications, samples of materials, and models, submitted to the Authority, developed to show the detailed architectural character of the improvements to be erected on the property and their relationship to the approved Design Proposal, which Final Preliminary Plans and Outline Specifications were approved by the Authority on, and are on file at the office of the Authority.

ARTICLE II

TRANSFER OF THE PROPERTY AND PAYMENT THEREFOR

Section 201: Covenant of Sale

Subject to all the terms, covenants and conditions of this Agreement, the Authority agrees to sell and the Redeveloper agrees to purchase the Property.

Section 202: Condition of Land to be Conveyed

(a) The Authority agrees that, at the time of sale and conveyance and delivery of possession of the Property, it shall be free and clear of all buildings, structures and improvements except streets, sidewalks and walls and foundations below the surface, and all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner,

and the finished surface shall be rough graded so as to conform approximately to the street elevations of the area as they now exist.

All expenses (including current taxes, if any) relating to buildings or structures demolished or to be demolished shall be borne by and any income or salvage received from such buildings or structures shall belong to the Authority.

(b) The Authority agrees that it shall, without expense to the Redeveloper or public assessment against the Property, provide or cause to be provided the street improvements called for in the Plan, in such manner as to reasonably integrate the completion of such street improvements with the completion of improvements to be built on the Property by the Redeveloper and the public utility adjustments called for in the Plan in a timely manner so as not to impede the construction of the improvements on the Property.

(c) The Redeveloper hereby waives any and all claims to awards of damages, if any, to compensate for the closing, laying out, or change of grade of any street within or fronting or abutting on the Property which pursuant to the Plan is to be closed, laid out, or changed in grade.

Section 203: Deposit

The Authority hereby acknowledges the receipt of Dollars (\$.....) in cash, certified bank check drawn to the order of the Authority, savings bank books, Irrevocable Letter of Credit, or negotiable notes, properly endorsed and fully guaranteed as to principal by the United States of America, or by a State or political subdivision thereof, deposited by the Redeveloper with the Authority. The sum deposited, which shall be segregated from all other funds of the Authority, shall constitute a good faith deposit made by the Redeveloper for the performance of its obligation hereunder, and shall be disposed of in accordance with provisions hereinafter contained. Any interest earned on the deposit shall be the property of the Redeveloper and shall be paid by the Authority to the Redeveloper as and when received; provided, however, that nothing herein contained shall require the Authority to earn any interest on the deposit.

Section 204: Purchase Price and Payment Thereof

(a) The total purchase price for the Property shall be dollars per square foot subject to HHFA concurrence. Upon delivery of the deed to and possession of the Property to the Redeveloper, the Redeveloper shall pay to the Authority an amount equal to the number of square feet in the Property (exclusive of the area contained in the fee to the centerline of any abutting streets) multiplied by \$.....

(b) The Payment shall be in cash or certified check drawn to the order of the Authority.

Section 205: Time of Sale and Conveyance

The sale and conveyance and delivery of possession of the Property and the purchase of the same by the Redeveloper, shall take place on
19 at a closing to be held at the office of the Authority or such other place as the Authority may designate; provided, that the sale and conveyance and delivery of possession of the Property to the Redeveloper may take place at an earlier or later date upon written agreement of the parties hereto.

Section 206: Title and Instrument of Conveyance

The sale and conveyance shall be by quitclaim deed of good and marketable fee simple title free and clear of all liens and encumbrances but subject to and with the benefit of all conditions, covenants and restrictions set forth or referred to in this Agreement and the Plan or in either thereof, and subject to the following easements, restrictions, and encumbrances:

Section 207: Federal Tax Stamps and Other Closing Costs

The Redeveloper shall pay the costs of any Federal or State documentary tax stamps which may be required, and all recording fees, including the cost of recording this Agreement.

Section 208: Adjustments

With respect to any tax period during which the Authority and the Redeveloper both had title to and possession of the Property, taxes allocable to the Property for such period shall be prorated between the Authority and the Redeveloper in proportion to the respective periods of ownership of title and possession by (1) the Authority and its predecessors in title on the one hand, and (2) the Redeveloper on the other hand; provided, in no event shall the Redeveloper be liable for any taxes levied on any improvements located on the Property on any assessment date prior to the transfer to the Redeveloper of title to and possession of the Property.

In the event the Property is exempt from taxation on the assessment date next preceding the transfer of title and possession by virtue of title being vested in the Authority or other tax exempt entity, the Redeveloper shall pay to the Authority, in lieu of a tax adjustment, a pro rata amount of the taxes which would have been payable to the City of Boston if the Property had not then been exempt from taxation, for that portion of the tax year during which the Redeveloper has title and possession, such amount to be paid by the Authority to the City upon receipt from the Redeveloper; provided, in no event shall the Redeveloper be liable for any taxes or payment in lieu of taxes for any improvements located on the Property on any assessment date prior to the transfer to the Redeveloper of title to and possession of the Property.

Any payment owed by the Redeveloper under this Section shall be due and payable to the Authority at the time of closing set forth in Section 205 hereof.

Section 209: Application of Redeveloper's Deposit

(a) Upon the sale and conveyance and delivery of possession of the Property as set forth in Section 205 hereof, the deposit made by the Redeveloper with the Authority in accordance with Section 203 hereof shall be returned to the Redeveloper; provided that the Redeveloper shall have first delivered to the Authority the contract and bond referred to in subsections (b) and (c) of Section 210 hereof, as well as certified copies of mortgage loan commitments adequate to finance construction of the improvements.

Section 210: Conditions precedent to Conveyance

The Authority shall not be obligated to make conveyance of the Property, unless and until the following events have all occurred:

(a) Working drawings and specifications for the Property have been submitted by the Redeveloper and approved by the Authority as provided in Section 302 hereof;

(b) The Redeveloper and a responsible contracting firm have entered into a contract, satisfactory in form to the Authority, for the construction of the improvements on the Property, and a copy of this contract has been deposited with the Authority, which firm shall not be changed without the prior written consent of the Authority.

(c) The Redeveloper has furnished the Authority with a performance and payment surety bond satisfactory in form to the Authority with the construction contractor as principal and the Redeveloper, the holder of any mortgage referred to in Section 402 hereof, and the Authority as beneficiaries, as their respective interests may appear. The penal amount of this bond shall not be less than 10% of the amount of the aforesaid construction contract.

(d) The Redeveloper has furnished evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing adequate for the construction of the improvements in accordance with said approved working drawings and specifications and the construction contract.

Section 211: Default by Authority

In the event that the Authority shall be unable to give title or to make conveyance or to deliver possession of the Property as provided for herein, the Authority shall use reasonable efforts to remove any defect in title or to deliver possession as herein agreed, as the case may be, and the Authority shall give written notice thereof to the Redeveloper at or before the time for performance by the Authority hereunder, and thereupon the time for the performance by the Authority shall be extended for a period of ninety (90) days, or such longer period or periods as the Authority and the Redeveloper shall mutually agree; provided, however, that the Redeveloper shall have the

election, either at the original or any extended time for performance, to accept such title as the Authority can deliver to the Property (if then cleared) and to pay therefor without deduction, in which case the Authority shall convey such title to the Redeveloper. In the event that at the expiration of the extended time the Authority shall be unable to give title or to make conveyance or to deliver possession as herein provided, then, (1) the deposit, together with any interest earned thereon (but only if the deposit has not been retained by the Authority pursuant to Sections 801 or 802 herein) shall be refunded; (2) all other obligations of the parties hereto shall cease; and (3) this Agreement shall be void and without recourse to the parties hereto. The acceptance of a deed by the Redeveloper shall be deemed a full performance and discharge of every agreement and obligation herein contained with respect to the Property except such as are, by the express terms hereof, to be performed after the delivery of the deed.

ARTICLE III

RESTRICTIONS AND CONTROLS UPON REDEVELOPMENT

Section 301: Redevelopment Pursuant to Plan

- (a) The Redeveloper, for itself and its successors and assigns, covenants, promises and agrees:
 - (1) to devote the Property to the uses specified in the Plan, and to comply with the requirements therein specified: not to use or devote the Property or any part thereof for any use other than the said permitted uses or contrary to any of the applicable limitations or requirements of the Plan.
 - (2) to give preference in the leasing of space in the building(s) to be constructed on the Property to former commercial occupants of the Urban Renewal Area, to the maximum extent practicable.
 - (3) not to discriminate upon the basis of race, creed, color or national origin in the sale, lease, or rental, or in the use or occupancy of the Property, or any improvements erected or to be erected thereon, or any part thereof.
- (b) The covenants in subsection (a) of this Section shall be covenants running with the land.
- (c) The covenants in subdivisions (1), and (2), and (3) of subsection (a) of this Section, and the covenants to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b) of this Section, and all rights and obligations under any of said covenants, shall terminate upon the expiration of the term of the Plan; and the covenant in subdivision (3) and the covenant to the same effect which shall be contained in any instrument or instruments in accordance with the provisions of subsection (b), and all rights and obligations under said covenant, shall terminate upon the expiration of one hundred (100) years from the date of the

deed of the Property from the Authority to the Redeveloper.

Section 302: Improvements and Submission of Plans

(a) The Property shall be used for the construction of a building(s) to contain approximately square feet of gross floor area, to be built in accordance with the Design Proposal, the Final Preliminary Plans and Outline Specifications, and the applicable standards and controls of the Plan.

Within months after execution of this Agreement, the Redeveloper shall submit to the Authority working drawings and specifications prepared by the Architect and in accordance with the previously approved final preliminary plans and outline specifications, the Plan and this Agreement.

The Authority shall review the working drawings and specifications for conformity with the final preliminary plans and outline specifications, the Plan and this Agreement, and shall promptly notify the Redeveloper of its approval or disapproval in writing, setting forth in detail any grounds for disapproval. If no grounds of disapproval are delivered in writing to the Redeveloper within ten (10) days after the submission of the working drawings and specifications, or any resubmission thereof as hereinafter provided, such drawings and specifications shall be deemed approved.

In the event of a disapproval, the Redeveloper shall, within ten (10) days after the date the Redeveloper receives the written notice of such disapproval, resubmit the working drawings and specifications altered to meet the grounds of disapproval. The resubmission shall be subject to the review and approval of the Authority in accordance with the procedure hereinabove provided for an original submission, until working drawings and specifications shall be approved by the Authority; provided, however, that the Redeveloper shall submit working drawings and specifications which meet the requirements of this subsection and the approval of the Authority within months after approval of the final preliminary plans and outline specifications.

As promptly as possible after the working drawings and specifications are approved or deemed approved by the Authority and in any event no later than 20 days prior to the date set forth in Section 205 hereof, the Redeveloper shall submit to the Authority for review and approval by the Authority evidence satisfactory to the Authority that the Redeveloper has the equity capital and commitments for mortgage financing necessary for the construction of the improvements in accordance with said approved drawings and specifications.

(b) The Redeveloper shall not apply for a building permit for the construction of the improvements to be erected on the Property without the prior certification of the Authority that the improvements to be constructed or completed are in accordance with the working drawings and specifications approved by the Authority in accordance with the provisions of this Agreement. No improvements shall be constructed which are not shown on the approved working drawings, nor shall any work be done on the construction of the improvements if such work deviates from the approved working drawings and

specifications in any of the following respects:

(1) if the external appearance of the building (including roof and penthouse) is affected in any way; (2) if there are significant changes in materials or design of the interiors; (3) if there are any changes in materials, design, dimensions, or color in the public lobbies, entrances, arcades or open spaces; except and only to the extent that modifications thereof have been requested by the Redeveloper in writing and have been approved in writing by the Authority. In the event that Redeveloper shall fail to comply with the foregoing requirements, the Authority may, within a reasonable time after discovery thereof by the Authority, direct in writing that the Redeveloper so modify or reconstruct such portion or portions of the improvements erected or being erected on the Property as so deviate from the approved working drawings and specifications or any approved modifications thereof, as to bring them into conformance therewith. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with construction of such portion of the improvements as are the subject of such a directive until such directive is complied with. Any delays in completion of the improvements resulting from such modification or reconstruction shall not be a ground for the extension of the time limits of construction on the Property as provided for in Section 303 of this Agreement.

(c) In submitting plans and specifications to the Authority for its approval, the Redeveloper shall consider and take into account the planning and design objectives set forth in the Plan, and the Authority shall pursue such objectives in its review of and action upon the plans and specifications so submitted.

(d) Construction of the improvements hereunder shall be in conformity with all applicable State and local laws and regulations.

(e) The Redeveloper agrees to provide as part of the construction of improvements required pursuant to this Agreement, works of art satisfactory to the Authority, and agrees to expend for such works a sum not less than 1% of the total amount to be expended by the Redeveloper for such construction of improvements. The arts as used herein shall be deemed to include ornaments, arrangements, or effects created through the use of sculpture, bas-reliefs, mosaics, frescos, murals, prints, tapestries, paintings, and fountains which are sculptural in themselves or designed to enhance the setting of sculpture. The Redeveloper agrees to include in the final plans and specifications submitted to the Authority a general program for employment of art in the development to support and enhance the architectural and site design proposals.

Section 303: Time for Commencement and Completion of Construction

(a) The Redeveloper shall begin the construction of the improvements in accordance with the approved working drawings and specifications within fifteen (15) days after delivery of the deed to and possession of the Property.

(b) The Redeveloper shall diligently prosecute to completion the construction of the improvements and shall complete such construction not later than () months after the commencement thereof.

(c) Until the construction of the improvements has been completed, the Redeveloper shall make, in such detail as may reasonably be required by the Authority, a report in writing to the Authority every month as to the actual progress of the Redeveloper with respect to such construction. After the sale and conveyance and delivery of possession of the Property to the Redeveloper and during the period of the Plan, such work of the Redeveloper shall be subject to inspection by representatives of the Authority, of the City and of the United States of America, and the Authority shall notify the Redeveloper promptly of any defects observed by it.

(d) Prior to the sale and conveyance and delivery of possession of the Property, the Authority shall permit the Redeveloper access thereto, whenever and to the extent necessary to carry out the purposes of this Agreement.

(e) It is intended and agreed that the agreements and covenants contained in this Section 303 with respect to the beginning and completion of the improvements on the Property shall be covenants running with the land. This subsection shall not, however, apply against a mortgagee permitted by this Agreement unless the mortgagee shall elect to complete as permitted in Section 403, in which case the extension provisions of that Section shall apply.

(f) It is the general policy of the Authority that all new buildings constructed in Urban Renewal Project Areas shall be so designed as to accommodate the physically handicapped. In furtherance of this policy, plans and specifications shall include provisions conforming insofar as possible with the American Standard Specifications for Making Buildings and Facilities Accessible to and Usable by the Physically Handicapped, attached hereto and made a part hereof as Exhibit E. The Authority shall take into consideration the provisions and objectives of said Exhibit E in its review of and action upon plans and specifications submitted to it pursuant to this Agreement.

Section 304: When Improvements Completed

When the improvements required of the Redeveloper by the provisions of this Agreement have been built and are substantially ready for occupancy, the Authority shall issue to the Redeveloper a Certificate of Completion which shall be in recordable form and shall be conclusive evidence of the fact that the improvements have been completed.

If the Authority shall refuse or fail to issue such a Certificate in accordance with the provisions of this Section, the Authority shall within thirty (30) days after written request by the Redeveloper, provide the Redeveloper with a written statement, indicating in adequate detail in what respect the Redeveloper has failed to complete the improvements in accordance with the provisions of this Section, or is otherwise in default, and what measures or actions will be necessary, in the opinion of the Authority, for the Redeveloper to take or perform in order to obtain such a Certificate.

When the Property has been, with the approval of the Authority, divided into 2 or more separate parcels for the purpose of constructing thereon separate improvements, the Authority may, upon completion of the improvements relating to any such parcel, issue a Certificate of completion

with respect to such separate parcels.

Section 305: Prompt Payment of Obligations

The Redeveloper shall make, or cause to be made, prompt payment of all monies due and legally owing to all persons, firms and corporations doing any work, furnishing any materials or supplies or renting any equipment to the Redeveloper or any of its contractors or subcontractors in connection with the development, construction, furnishing, repair or reconstruction of any of the improvements required by this Agreement to be constructed upon the Property.

Section 306: Non-Discrimination in Employment

The Redeveloper, for itself, and its successors and assigns, agrees that in the construction of the improvements in accordance with the provisions of this Agreement:

(a) The Redeveloper will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The Redeveloper will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Redeveloper agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority setting forth the provisions of this nondiscrimination clause.

(b) The Redeveloper will, in all solicitations or advertisements for employees placed by or on behalf of the Redeveloper, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(c) The Redeveloper will send to each labor union or representative of workers with which the Redeveloper has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Authority, advising the said labor union or workers' representative of the Redeveloper's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The Redeveloper will comply with all provisions of Executive Order No. 10925 of March 6, 1961, as amended, and of the rules, regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(e) The Redeveloper will furnish all information and reports required by Executive Order No. 10925 of March 6, 1961, as amended, and by the rules, regulations, and orders of the said Committee, or pursuant thereto, and will permit access to the Redeveloper's books, records, and accounts by the Authority and the Committee for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the Redeveloper's noncompliance with the non-discrimination clauses of this Section, or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Redeveloper may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(g) The Redeveloper will include the provisions of Paragraphs (a) through (g) of this Section in every contract or purchase order, and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order No. 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each such contractor, subcontractor, or vendor as the case may be. The Redeveloper will take such action with respect to any construction contract, subcontract, or purchase order as the Authority may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Redeveloper becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Authority, the Redeveloper may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract, or purchase order, as required hereby, the term "Redeveloper" and the term "Authority" may be changed to reflect appropriately the name or designation of the parties to such contract, subcontract, or purchase order.

ARTICLE IV

TRANSFER AND MORTGAGE OF REDEVELOPER'S INTEREST

Section 401: General Terms Relating to Transfer of Interest in Property by Redeveloper

(a) Prior to the completion of the construction of the improvements on the Property in accordance with Section 304 of this Agreement, no party owning ten (10%) per cent or more of the stock of the Redeveloper (which term shall be deemed to include successors in interest of such stock) shall make any transfer, or cause or suffer any transfer (except an involuntary transfer caused by the death or incapacity of any such party) to be made of any such stock or any interest therein without the written approval of the Authority; nor without such approval, shall there be any other similarly significant change in the ownership of such stock or in the relative distribution thereof or in the control of the Redeveloper or degree thereof, by any other methods or means such as increased capitalization, merger, corporate or other amendments, the

issuance of additional or new stock or otherwise, whether done by the Redeveloper or any owner of stock. The Redeveloper and its authorized representatives represent that they have the authority of all of its existing stockholders to agree to this provision in their behalf. Until completion of the improvements the Redeveloper shall advise the Authority of any changes in stock ownership, and shall annually furnish the Authority with an up-to-date list of stockholders setting forth the amounts of stock owned by each stockholder.

(b) The Redeveloper agrees that it will not, prior to the completion of the construction of the improvements on the Property, make, or suffer to be made, any assignment or any manner of transfer of its interest in the Property or portion thereof or in this Agreement, other than a contract or agreement to be performed subsequent to such completion, except as provided in subsection (c) of this Section 401 and Section 402.

(c) Notwithstanding the provisions of subsection (b) of this Section 401, an assignment or transfer of the Redeveloper's interest in the Property or any portion thereof or in this Agreement may be made prior to the completion of the construction of the improvements, upon compliance with the following:

(1) The transferee or transferees shall have been approved as such in writing by the Authority.

(2) The transferee or transferees, by valid instrument in writing, satisfactory to the Authority, shall have expressly assumed, for themselves and their successors and assigns and directly to and for the benefit of the Authority, all obligations of the Redeveloper to begin and complete the building of the improvements and all obligations of the Redeveloper provided for in this Agreement including the obligations of performance in accordance with the Plan, provided, that the fact that any transferee of, or any other successor in interest whatsoever to, the Property or any part thereof, shall, whatever the reason, not have assumed such obligations or so agreed, shall not (unless and only to the extent otherwise specifically provided in this Agreement or agreed to in writing by the Authority) relieve or except such transferee or successor of or from such obligations, conditions, or restrictions, or deprive or limit the Authority of or with respect to any rights or limitations or controls with respect to the Property or the construction of the improvements; it being the intent of this, together with other provisions of this Agreement, that (to the fullest extent permitted by law and equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership shall operate, legally or practically, to deprive or limit the Authority of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Property and the construction of the improvements that the Authority would have, had there been no such transfer or change. Therefore, in the absence of a specific written agreement by the Authority to the contrary, no such transfer or approval thereof by the Authority shall be deemed to relieve the Redeveloper or any other party bound in any way by this Agreement or otherwise with respect to the construction of the improvements, from any of its obligations with respect thereto.

(3) Any consideration obtained by the Redeveloper from the transferee or transferees in excess of an amount representing the cost to the Redeveloper of the interest transferred, including the cost of any improvements made thereon and carrying charges, shall be paid over to the Authority.

(4) There has been submitted to the Authority for review, and the Authority has approved, all instruments and other legal documents involved in effecting transfer.

(5) The Redeveloper and its transferee or transferees shall comply with such other conditions as the Authority may find desirable in order to achieve and safeguard the purposes of the Massachusetts Housing Authority Law and the Plan.

Section 402: Mortgage of Property by the Redeveloper

Notwithstanding any other provisions of this Agreement, the Redeveloper shall at all times have the right to encumber, pledge, or convey its rights, title and interest in and to the Property, or any portion or portions thereof, and stockholders of the Redeveloper shall have at all times the right to encumber their stock, by way of bona fide mortgage to secure the payment of any loan or loans obtained by the Redeveloper to finance the development, construction, furnishing, repair or reconstruction of any of the improvements required to be constructed by the Redeveloper on the Property by the Plan and this Agreement, or to refinance any outstanding loan or loans therefor obtained by the Redeveloper for any such purpose; provided, however, that the Redeveloper or its stockholders, as the case may be, shall give prior written notice to the Authority of its or their intent to exercise such rights hereunder.

The holder of any such mortgage (including a holder who obtains title to the Property or portion thereof by foreclosure or action in lieu thereof, but not including a party who obtains title through such holder, or any purchaser at a foreclosure sale other than the holder) shall not be obligated by this agreement to construct or complete the improvements or to guarantee such construction or completion, but shall have the options described in Section 403.

Section 403: Rights and Duties of Mortgagee upon Acquisition Prior to Completion

(a) If a mortgagee, through the operation of its contract to finance the improvements required by this Agreement to be constructed by the Redeveloper on the Property, or by foreclosure, acquires fee simple title to the Property or any Parcel thereof prior to the completion of such improvements, the mortgagee shall, at its option:

- (1) complete construction of such improvements in accordance with the approved working drawings and specifications, the Plan and this Agreement and in all respects comply with the provisions of this Agreement; or
- (2) sell, assign or transfer, with the prior written consent of the Authority, fee simple title to the Property or Parcel to a purchaser,

assignee or transferee who shall expressly assume all of the covenants, agreements and obligations of the Redeveloper under this Agreement in respect to the Property or Parcel, by written instrument satisfactory to the Authority and recorded forthwith in the Suffolk County Registry of Deeds; or

- (3) reconvey fee simple title to the Property to the Authority, in which event the provisions of Section 802 relative to resale shall apply.

(b) In the event that a mortgagee elects to complete construction pursuant to (a) (1) above, or sells, assigns or transfers pursuant to (a)(2) above, the Authority shall extend the time limits set forth in Section 303 herein as shall be reasonably necessary to complete construction of the improvements, and upon such completion, the mortgagee or purchaser, as the case may be, shall be entitled to the Certificate of Completion pursuant to Section 304 hereof.

ARTICLE V

PROVISIONS RELATING TO OPERATION AND MAINTENANCE

Section 501: Maintenance and Operation of Improvements

The Redeveloper shall, at all times until the expiration of the term of the Plan, keep the improvements constructed on the Property in good and safe condition and repair unless such improvements shall have become uninsurable, and, in the occupancy, maintenance and operation of such improvements and the Property, comply with all laws, ordinances, codes and regulations applicable thereto.

Section 502: Additions or Subtractions to Completed Improvements

After the improvements required by the Plan and this Agreement to be constructed by the Redeveloper on the Property, or any portion thereof, have been completed, the Redeveloper shall not, until the expiration of the term of the Plan, reconstruct, demolish or subtract therefrom or make any additions thereto or extensions thereof, without the prior written approval of the Authority, if: (a) the external appearance of the building (including roof and penthouse) or Property is affected in any way; or (b) there are any changes in materials, design, dimensions or color in the public lobbies, entrances, arcades or open spaces. In the event the Redeveloper shall fail to comply with the foregoing requirement, the Authority may within a reasonable time after its discovery thereof direct in writing that the Redeveloper so modify, reconstruct or remove such portion or portions of the improvements as were reconstructed, demolished or subtracted from or added to or extended without the prior written approval of the Authority. The Redeveloper shall promptly comply with such a directive, and shall not proceed further with such reconstruction, demolition, subtraction, addition or extension until such directive is complied with.

ARTICLE VI

INDEMNIFICATION

Section 601: Reimbursement of Authority in Respect of Certain Litigation

To the extent the Authority prevails in any proceedings brought by it to enforce compliance with the provisions of this Agreement, the Redeveloper shall pay all reasonable costs and expenses which may be incurred by the Authority, and the amounts of all judgments and decrees. However, the holder of any mortgage permitted hereunder shall not be liable to the Authority for any costs, expenses, judgments, decrees or damages which shall have accrued against the Redeveloper, whether or not such holder shall subsequently acquire title to the Property.

ARTICLE VII

INSURANCE

Section 701: Insurance Coverage

(a) The Redeveloper shall, until the expiration of the term of the Plan, keep all of the insurable property and equipment in respect of the Property insured by fire and extended coverage insurance and additional risk insurance to the same extent and amount which is normally required by institutional mortgagees in the use of similar property and equipment in the City. Such insurance shall be in amounts sufficient to comply with the co-insurance clause applicable to the location and character of the property or equipment, and, in any event, in amounts not less than eighty per centum (or eighty per centum in the case of extended coverage insurance) of the current cash value of such property or equipment. All such insurance shall be by standard policies, obtained from financially sound and responsible insurance companies authorized to do business in Massachusetts, and shall have attached thereto a clause making the loss payable to the Redeveloper, the mortgagee, and, subject to the rights of the mortgagee, the Authority, as their respective interests may appear.

(b) Each insurance policy shall be written to become effective at the time the Redeveloper becomes subject to the risk or hazard covered thereby, and shall be continued in full force and effect for such period as the Redeveloper is subject to such risk or hazard.

(c) Certificates of such policies and renewals shall be filed with the Authority.

Section 702: Non-Cancellation Clause

All insurance policies shall provide that any cancellation, change or termination thereof shall not be effective with respect to the Authority until

after at least ten (10) days' prior notice has been given to the Authority to the effect that such insurance policies are to be cancelled, changed, or terminated at a particular time.

Section 703: Authority May Procure Insurance if Redeveloper Fails to Do So

In the event the Redeveloper at any time refuses, neglects or fails to secure and maintain in full force and effect any or all of the insurance required pursuant to this Agreement, the Authority, at its option, may procure or renew such insurance, and all amounts of money paid therefor by the Authority shall be payable by the Redeveloper to the Authority; with interest thereon at the rate of six per centum (6%) per annum from the date the same were paid by the Authority to the date of payment thereof by the Redeveloper. The Authority shall notify the Redeveloper in writing of the date, purposes, and amounts of any such payments made by it.

Section 704: Redeveloper's Obligations With Respect to Restoration and Reconstruction

(a) Whenever any improvement, or any part thereof, constructed on the Property shall have been damaged or destroyed prior to the expiration of the term of the Plan, the Redeveloper shall proceed promptly to establish and collect all valid claims which may have arisen against insurers or others based upon any such damage or destruction. All proceeds of any such claim and any other monies provided for the reconstruction, restoration or repair of any such improvement, shall be deposited in a separate account of the Redeveloper or of any mortgagee.

(b) The insurance money and any other proceeds so collected shall be used and expended for the purpose of fully repairing or reconstructing the improvements which have been destroyed or damaged to a condition at least comparable to that existing at the time of such damage or destruction to the extent that such insurance money and other proceeds may permit. Any excess proceeds after such repair or reconstruction has been fully completed shall be retained by the Redeveloper, subject to the rights of any mortgagee of record permitted hereunder.

(c) The Redeveloper, with the written approval of the Authority and any mortgagee of record permitted hereunder, may determine that all or any part of any such damage to or destruction of such improvements shall not be reconstructed, restored, or repaired, and in such event, the proceeds of any claims against insurers or others arising out of such damage or destruction, to the extent not used for such reconstruction, restoration, or repair shall be retained by the Redeveloper.

Section 705: Commencement and Completion of Reconstruction

The Redeveloper shall commence to reconstruct or repair any improvements and equipment on the Property, or any portion thereof, which have been destroyed or damaged prior to the expiration of the term of the Plan,

within a period not to exceed six (6) months after the insurance or other proceeds with respect to such destroyed or damaged property have been received by the Redeveloper or any Mortgagee (or, if the conditions then prevailing require a longer period, such longer period as the Authority may specify in writing), and shall well and diligently and with dispatch prosecute such reconstruction or repair to completion, such reconstruction or repair in any event to be completed within twenty-four (24) months after the start thereof.

ARTICLE VIII

RIGHTS, REMEDIES AND PROCEDURES IN THE EVENT OF A BREACH BY REDEVELOPER

Section 801: Failure or Refusal by Redeveloper to Purchase Fee Simple Title and Possession

(a) In the event that the Redeveloper shall fail or refuse to submit working drawings and specifications satisfactory to the Authority as provided in Section 302 of this Agreement, or shall fail or refuse to submit evidence satisfactory to the Authority that it has the necessary equity capital and commitments for mortgage financing as provided in Section 302, or shall (other than as provided in Section 211 of this Agreement) fail or refuse to complete the purchase and accept possession of the Property upon proper tender of conveyance by the Authority pursuant to this Agreement, the Authority shall have the right to retain the deposit held by it pursuant to Section 203 as full liquidated damages, but not as a penalty, without any deduction or offset whatever and without further liability to the Authority on the part of the Redeveloper; and the Authority may, upon such failure or refusal, in its sole discretion terminate, by written notice to the Redeveloper, all of its obligations to the Redeveloper hereunder, in addition to retaining such deposit.

Section 802: Consequences of Breach by Redeveloper with Respect to Commencement and Completion of Construction, Failure to Pay Taxes or Discharge Encumbrances, or Unauthorized Transfers of Interest.

In the event that, prior to completion of the improvements:

- (1) The Redeveloper shall fail to perform its obligations under this Agreement with respect to commencement, diligent prosecution, or completion of construction of improvements;
- (2) The Redeveloper shall fail to pay any real estate taxes or assessments on the Property or any part thereof when due, or shall place or suffer to be placed thereon any encumbrances or liens other than the mortgage lien authorized by this Agreement; or
- (3) There is in violation of this Agreement any transfer of the Property or any part thereof, or any change in the ownership or distribution

of the stock in the Redeveloper or with respect to the identity of the parties in control of the Redeveloper or degree thereof; the Authority shall in writing notify the Redeveloper of such failure or violation. The Redeveloper shall thereupon have ninety (90) days from the receipt by it of such written notice to cure such failure or violation. If the Redeveloper does not cure such failure or violation within the 90-day period (or within such extended period of time as may be established by the Authority acting solely in its discretion) and if the holders of record of building loan agreements and/or first mortgages in replacement thereof do not exercise their rights to cure such violation or failure (as provided in Section 804 hereof), or if this contract is cancelled, terminated or suspended pursuant to Section 307 hereof the Redeveloper shall promptly transfer possession of, and reconvey, the Property together with all of the improvements thereon, to the Authority without cost to the Authority, by quitclaim deed, provided that such reconveyance (1) shall be subject to any existing building loan agreements and mortgages thereon permitted under this Agreement, and (2) shall not include any parcels with respect to which a Certificate of Completion has been issued pursuant to Section 304. In the event of such failure to cure, the Authority shall also have the right to retain as its own the deposit then held by it without any deduction offset or recoupment whatsoever, and the Authority may also enforce its rights under the surety bond referred to in Section 210. In the event that the Redeveloper shall fail so to reconvey, the Authority may institute such actions or proceedings as it may deem advisable as well as proceedings to compel specific performance and the payment of all damages, expenses and costs.

In the event of a failure to cure under this Section, or if the contract is cancelled, terminated or suspended pursuant to Section 307, the Authority shall have the right to re-enter and take possession of the Property and to terminate (and revest in the Authority) the estate conveyed by the Deed to the Redeveloper, it being the intent of this, together with other provisions of this Agreement, that the conveyance of the Property to the Redeveloper shall be made upon, and that the Deed shall contain, a condition subsequent to the effect that in the event of such failure to cure, the Authority at its option may declare a termination in favor of the Authority of the title, and of all the rights and interest, in the Property and that such title, and all rights and interest of the Redeveloper, and any assigns or successors in interest, in the Property, shall revert to the Authority; provided, that such condition subsequent and any re vesting of title as a result thereof in the Authority: (1) shall always be subject to and limited by and shall not defeat, render invalid, or limit in any way the lien of any mortgage authorized by this Agreement, or any rights or interests provided herein for the protection of the holders of such mortgages, and (2) shall not apply to Parcels of the Property with respect to which a Certificate of Completion has been issued pursuant to Section 304.

In the event that the Redeveloper or a mortgagee reconveys to the Authority, pursuant to this Section 802 or Section 403, or in the event the Authority shall re-enter pursuant to this Section 802, the Authority shall undertake with due diligence to resell the Property so reconveyed or which it has so re-entered, and the improvements thereon, subject to all of the

provisions of the Plan; and the proceeds of such resale, together with the net income, if any, derived by the Authority from its operation and management of the Property subsequent to such reconveyance shall be used:

First: to reimburse the Authority for all costs and expenses reasonably and proximately incurred by the Authority, including the salaries of Authority personnel, in connection with the recapture, management and resale of the Property and all administrative and overhead costs in connection therewith;

Next: to reimburse the Authority for expenditures made or obligations incurred with respect to the making or completion of improvements on the Property for which it has not otherwise been reimbursed;

Next: to pay all taxes, payments in lieu of taxes, public charges and other sums owing to the City with respect to the Property up to the time of such resale (or in the event the Property is exempt from taxation during the period of ownership thereof by the Authority, an amount equal to such taxes as would have been payable if the Property were not so exempt);

Finally: in the event that the Redeveloper reconveys or the Authority re-enters pursuant to this Section 802:

- (a) In their respective order of priority to pay any and all mortgage indebtedness and to make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Property.
- (b) To pay or reimburse the Authority for any amounts otherwise owing to the Authority from the Redeveloper; and
- (c) If there is any balance of proceeds remaining, to use the balance of the proceeds to reimburse the Redeveloper for and up to the amount expended by it in the purchase and improvement of the Property (but not including the deposit referred to in Section 203 hereof), less any profit theretofore realized by the Redeveloper from the disposition of any interest in the Property, and any income realized by the Redeveloper from its use of the Property.

Any balance remaining shall remain the property of the Authority.

or

Finally: in the event that a mortgagee reconveys to the Authority pursuant to Section 403:

- (a) To make all and whatever payments may be necessary to discharge any other encumbrances or liens existing or threatened on the Property, and
- (b) to pay to the mortgagee the full amount (to the extent the balance of proceeds permits) of the mortgage indebtedness which would then have been due and owing if the mortgage (and the indebtedness secured thereby) had continued in full force and effect, together with all and whatever costs and expenses previously incurred by the mortgagee for which, under accepted principles of law and under the terms of the mortgage and the mortgage note, the mortgagee would be properly entitled to be reimbursed out of the proceeds of a foreclosure sale if a third person had been the purchaser thereat, less any income realized by the mortgagee from its use of the Property.

Any balance remaining shall remain the property of the Authority.

Section 803: Notice of Breaches to Mortgagees

In the event that the Authority, pursuant to Section 802 of this Agreement gives written notice to the Redeveloper of a failure to commence or complete construction, the Authority shall forthwith furnish a copy of the notice to each of the mortgagees of record of the Property permitted under this Agreement. To facilitate the operation of this Section, the Redeveloper shall at all times keep the Authority provided with an up-to-date list of names and addresses of mortgagees and holders of building loan agreements from whom the Redeveloper has obtained loans for redevelopment operations. Any such mortgagee or holder may notify the Authority of its address and request that the provisions of Section 910 as they relate to notices apply to it. The Authority agrees to comply with any such request.

Section 804: Mortgagee May Cure Breach of Redeveloper

In the event that the Redeveloper received notice from the Authority of a failure to commence or complete construction, pursuant to Section 802 of this Agreement and such breach is not cured by the Redeveloper before the expiration of the ninety (90) day period provided for in Section 802, the holders of record of construction loan agreements and/or mortgages in replacement thereof may cure any such failure and complete the construction then in progress in accordance with the working drawings and specifications, the Plan and this Agreement upon giving written notice of their intention to do so to the Authority within fifteen (15) days after the expiration of the ninety (90) day period, or within sixty (60) days after such holder receives such notice of failure, whichever period is longer.

Section 805: Remedies for Other Breaches

It is understood by the parties hereto that in the event any party shall fail to comply with or violate any of the provisions of this Agreement, then the other party hereto may institute such actions and proceedings as may be appropriate, including actions and proceedings to compel specific performance and payment of all damages, expenses, and costs. Neither these remedies nor that class of remedies more particularly described in this Agreement shall be exclusive unless specifically so described, provided however that the remedies prescribed in Sections 801 or 802 for the defaults therein described shall be exclusive.

ARTICLE IX

MISCELLANEOUS PROVISIONS

Section 901: Obligations and Rights and Remedies Cumulative and Separable

The respective rights and remedies of the Authority and Redeveloper, whether provided by this Agreement or by law, shall be cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the

exercise, at the same or different times of any other such rights or remedies, provided however that the remedies prescribed in Sections 801 and 802 for the defaults therein described shall be exclusive.

Section 902: Finality of Approvals

Where, pursuant to this Agreement, any document or proposed action by the Redeveloper is submitted by it to the Authority, and the Redeveloper has been notified in writing by the Authority that the same is approved or is satisfactory, such determination shall be conclusively deemed to be a final determination by the Authority with respect to such particular document or proposed action for which such approval or notice of satisfaction was given.

Where the consent or approval of the Authority is required hereunder, such consent or approval shall not be unreasonably withheld.

Section 903: How Agreement Affected by Provisions Being Held Invalid

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and of the Plan.

Section 904: Covenants to be Enforceable by Authority and United States

Any covenant herein contained which is expressed to be a covenant running with the land shall be contained in any instrument of conveyance relating to the Property and shall, in any event and without regard to technical classification or designation, legal or otherwise, and except only as otherwise specifically provided in this Agreement be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of, and enforceable by, the Authority (and the United States in the case of the covenant provided in Section 301 (a) (4) hereof) against the Redeveloper (including its successors and assigns to or of the Property or any part thereof or any interest therein). In amplification, and not in restriction of the provisions hereof, it is intended and agreed that the Authority shall be deemed a beneficiary of such covenants and the United States shall be deemed a beneficiary of the covenant provided in Section 301 (a) (4) hereof, both for and in its own right and also for the purposes of protecting the interests of the community and the other parties, public or private, in whose favor or for whose benefit such covenants have been provided, and such covenants shall be in force and effect, without regard to whether the Authority or the United States has at any time been, remains or is an owner of or in possession of any land to, or in favor of, which the covenants relate.

It is the intention of the Authority that the covenants running with the land which are contained in any instrument of conveyance relating to the Property shall be enforceable only by the Authority (and the United States in the case of the covenant provided in Section 301 (a) (4) hereof) and those holding title to an interest in the Property and that such covenants shall not be enforceable by transferees of other land owned by the Authority in the area covered by the Plan.

Section 905: Parties Barred From Interest in Project

No member of the Congress of the United States of America shall be admitted to any share or part hereof, or to any benefit to arise therefrom.

Section 906: Authority's Members and Officers Barred From Interest

(a) No member, official or employee of the Authority shall have any personal interest, direct or indirect, in this Agreement or the Redeveloper, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his personal interest or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official or employee of the Authority shall be personally liable to the Redeveloper or any successor in interest in the event of any default or breach by the Authority or for any amount which may become due to the Redeveloper or to its successor or on any obligations under the terms of this Agreement.

(b) After the date hereinabove first written, the Redeveloper will not, without a prior finding by the Authority that such action is consistent with the public interest, employ in connection with its obligations under this Agreement, any person who has participated in the planning or execution of the Plan or related Project and who is named on any list which may be furnished by the Authority to the Redeveloper as having so participated, or permit any such person to directly or indirectly acquire an interest (except an interest based upon the ownership of its capital stock if such stock is publicly held or offered) in the Redeveloper or in the Property prior to the completion of the improvements thereon in accordance with this Agreement and the Plan.

(c) The Redeveloper covenants that he has not employed or retained any company or person (other than a full-time bona fide employee working for the Redeveloper) to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person (other than such an employee) any gift, contribution, fee, commission, percentage, or brokerage fee, contingent upon or resulting from the execution of this Agreement.

Section 910: Approvals and Notices

Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions, or waivers are required or permitted, such approvals, authorizations, determinations, satisfactions or waivers shall be effective and valid only when given in writing signed by a duly authorized officer of the Authority or Redeveloper, and sent registered or certified mail, postage prepaid, to the principal office of the party to whom it is directed, which are as follows:

Redeveloper ...

Authority . . . City Hall Annex, Boston, Massachusetts

The parties shall promptly notify each other of any change of their respective addresses set forth above.

Notices and other communications to mortgagees and holders of construction loan agreements shall be sent registered or certified mail prepaid to the last known address of the party concerned.

Section 911: Matters to be Disregarded

The titles of the several articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

Section 914: Obligations to Continue

Except as to obligations to be performed at or prior to the time of closing of the sale and conveyance of fee simple title to and delivery of possession of the Property, the provisions of this Agreement shall survive the time of closing and the sale and conveyance of fee simple title to and the delivery of possession of the Property to the Redeveloper, but shall not survive issuance of the Certificate of Completion by the Authority except to the extent stated in the deed.

Section 915: Excusable Delays

For the purposes of any of the provisions of this Agreement, neither the Authority nor the Redeveloper, as the case may be, shall be considered in breach of or default in its obligations with respect to the preparation of the Property for Redevelopment, or the beginning and completion of construction of the improvements, or progress in respect thereto, in the event of unavoidable delay in the performance of such obligations due to causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes; it being the purpose and intent of this provision that in the event of the occurrence of any such enforced delay, the time or times for performance of the obligations of the Authority with respect to the preparation of the Property for redevelopment or of the Redeveloper with respect to construction of the improvements, as the case may be, shall be extended for the period of the enforced delay: Provided, that the party seeking the benefit of the provisions of this Section shall, within a reasonable period after the beginning of any such enforced delay, have first notified the other party thereof in writing stating the cause or causes thereof and requested an extension for the period of the enforced delay. In calculating the length of the delay, the Authority shall consider not only actual work stoppages but also any consequential delays resulting from such stoppages as well. In no event shall any financing difficulty be a cause for an extension hereunder.

IN WITNESS WHEREOF, on the day of,
at Boston, Massachusetts, the parties hereto have caused this Agreement in
five counterparts to be signed, sealed and delivered by their duly authorized
officer or agent, respectively.

BOSTON REDEVELOPMENT AUTHORITY

Signed, sealed and
delivered in the
presence of:

.....
By.....
Title

.....
.....

.....
By.....
Title

.....
.....

Approved as to form:

.....
John C. Conley
General Counsel

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date 19

Notary Public
My commission expires

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

Date 19

Then personally appeared before me the above-named
.....
who executed the foregoing Instrument on behalf of
and acknowledge the same to be the free act and deed of said Corporation,

Notary Public
My commission expires

5995 030

Reference	B65R. P10 D
De	Developer's Kit #10
Government Center	
DATE	ISSUED TO

HQS 5 Dec 51

